

**JOBS FOR FLORIDA'S GRADUATES
SENIOR YEAR MODEL
AGREEMENT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA ENDOWMENT FOUNDATION FOR FLORIDA'S GRADUATES INC.
A Florida Not-for-profit corporation d/b/a JOBS FOR FLORIDA'S GRADUATES
(hereinafter referred to as "The Foundation"),
whose principal place of business is
306 South Oceanshore Blvd., Flagler Beach, FL 32136
(hereinafter collectively referred to as "Parties")

WHEREAS, this Agreement entered into between SBBC and The Foundation outlines the elements of a partnership to successfully implement and sustain the Jobs for Florida's Graduates (JFG) in accordance with the **Senior Year** program model established by Jobs for America's Graduates (JAG) program at **Miramar High School**; and

WHEREAS, The Foundation offers a family of educational enrichment programs designed to assist parents and educators in creating socially-adept, academically-capable, self-disciplined, and goal-oriented young people who are prepared to capitalize fully on their future opportunities including Jobs for Florida's Graduates, Girls Get IT, VOICE and SUPERB; and

WHEREAS, JFG is nationally accredited by and affiliated with Jobs for America's Graduates (JAG) and is funded primarily by corporate and foundation contributions, public sector grants and participating school funds; and

WHEREAS, JFG was specifically designed to achieve successful transition through high school graduation with clearly defined personal, educational and career goals in accordance with Florida state law governing K-12 education.

WHEREAS, the JFG 2018-19 school year is focused on the increasing Florida's high school graduation rate and increasing work and college ensuring that students are prepared to maximize their early adulthood opportunities such as college, work and/or military service through the following performance goals.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**: Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June, 30, 2019**. It is mutually agreed that efforts will be made to continue the JFG program during the following school year, as agreed upon by both parties, based on the availability of funding, and adequate number of students to make the program cost effective, and mutual satisfaction with the program based on this Agreement.

2.02 **Contract Deliverables-JFG**: JFG is committed to a world-class program with continuous evaluation that will be maintained through on-site supervision, JFG management and JAG accreditation; the responsibilities of JFG include:

1. Establish JFG through a mutually beneficial partnership between The Foundation and SBBC contracted from July 1, 2018 to June 30, 2019.
2. Maintain an active, involved Board of Directors to provide oversight for the implementation, operation, and continuous improvement of programs in Florida that satisfies the JAG National accreditation standards.
3. Provide the JFG Treasure Hunter, Site Supervisor, and other key staff of the participating school with:
 - a. Technical assistance and quarterly staff development training on the successful implementation and operation of JFG and JFG's career exploration model in partnership with DreamJobbing™, and for sharing best practices through planned local, state and national staff development opportunities.
 - b. Curriculum and essential tools such as a treasure hunter handbook, career association handbook and high school curriculum guide, as well as its copyrighted model books and materials, operational guides and administrative manuals.
 - c. On-line access to JAG National's Electronic Data Management System (ENDMS). This database is used to document student demographics, student performance, program activities and outcomes. ENDMS reports are used to evaluate program quality and effectiveness at the student, school, state and national levels.
 - d. On-line access to JFG's partner, DreamJobbing™. This website allows JFG students to seek and apply for internships and job shadowing opportunities.

- e. On-going staff support and regular monitoring to collaboratively supervise and manage the JFG Treasure Hunter who is employed by SBBC.
- f. Four (4) quarterly quality assurance reviews and periodic supervised site visits.

4. **Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, The Foundation shall:

a. fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b. hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

c. ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

d. safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e. utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

f. notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

g. fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

h. prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

i. be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

j. provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

k. securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

l. All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

m. The Foundation shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or subcontractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.03 Contract Deliverables-SBBC:

1. In-kind Financial / Resource Commitments

- a. Provide the balance of the salary and benefits for the JFG Treasure Hunter above the grant award contribution by JFG.
- b. Contribute as in-kind services the use of appropriate classroom space, office space, utilities, telephone and computer, with access to a fax machine and/or scanner.
- c. Provide classroom space exclusively for the JFG students and Treasure Hunter as well as the use of other school facilities and equipment necessary to deliver the services of a JFG program. Allow students frequent and unrestricted access to computers to satisfy curriculum and data requirements.
- d. Ensure selected JFG students attend the JAG National Student Leadership Conference in Washington, D.C. and JFG's Student Leadership Development Conference in Florida by securing transportation and supplies needed for students to attend these events.

- e. Cover travel and lodging expenses so that the Treasure Hunter may attend the annual JAG National Conference.
- f. Support fundraising efforts for students to participate in the National Student Leadership Conference (Washington D.C.), state leadership events, field trips and service learning.

2. Staff Commitments

- a. Employ a full-time, teaching-certified individual who is qualified to fulfill the responsibilities of the JFG Treasure Hunter and is not given any additional responsibilities other than JFG.
- b. The Treasure Hunter must have experience working with students of untapped potential, struggling students, first generation college bound students, students living in poverty and/or other relevant experience.
- c. The Foundations' JFG Director should be included in the selection of a Treasure Hunter.
- d. Provide mandatory release time for the JFG Treasure Hunter to perform off campus employer marketing, job development, and placement responsibilities. It is advisable to over-enroll students to compensate for those who may exit JFG early due to relocations, transfers, etc.
- e. Select an individual to act as the JFG Site Supervisor at the school. The Site Supervisor would provide oversight of the JFG program to ensure that JFG performance goals and JAG national standards are met. To this end, the Site Supervisor would:
 - i. Attend required site supervisor training and ensure that the Treasure Hunter attend all required training.
 - ii. Assist, support and supervise the Treasure Hunter in delivering the JFG program model.
 - iii. Monitor the Treasure Hunter's performance of his / her responsibilities as outlined in this Agreement and in Exhibit B: Treasure Hunter Agreement.
 - iv. Submit a Site Supervisor Report to JFG at end of year.
- f. Meet with The Foundation's JFG Director to ensure a thorough understanding of the JFG program and the requirements of this Agreement.
- g. Coordinate with the Site Supervisor to ensure that JFG performance goals and JAG national standards are met.

- h. Participate in and support requirements established by FLDOE Vocational Rehabilitation including Pre-Employment Training Services for Youth in Transition and the STARS referral process.

3. Program Commitments

- a. Provide the JFG Program Model for the entire school year as a regularly scheduled elective credit class or classes.
- b. Allow a minimum of three educational field trips with students per year (1 field trip must be to a post-secondary institute).
- c. Allow the JFG Treasure Hunter to invite into the classroom a minimum of six guest speakers per year.
- d. Provide follow-up services to graduates, including employer marketing, job development, and placement services for twelve (12) months.
- e. Support JFG efforts to involve parents, family, employers, and community to meet the needs of JFG participants, and ensure full cooperation and participation during the post-graduation follow-up period.
- f. Assist JFG in its accreditation process to ensure conformity with the performance standards as promulgated by JFG and JAG.
- g. Accommodate participation in contests, competitions, or the like as offered by The Foundation.

4. Student Recruitment / Enrollment Commitments

- a. Establish an Advisory Committee to assist the JFG Treasure Hunter in recruiting, screening and selecting participants most in need of services. The Advisory Committee and JFG Treasure Hunter are mutually responsible for recruiting, screening, and selecting participants who satisfy JFG criteria.
- b. Provide scheduled time and access to potential JFG participants and their student records for the purpose of identifying, screening, selecting, and enrolling qualified individuals.
- c. Maintain roster size in the event of student relocations and/or transfers.

2.04 Function of the JFG Treasure Hunter: the responsibility of the JFG Treasure Hunter include, but are not limited to:

- 1. Attend JFG staff development and mandatory quarterly meetings.
- 2. Attend the JAG National Training Seminar in July of each year.

3. Complete and pass VR's on-line Self Advocacy training module prior to the start of the school year.
4. Establish an Advisory Committee to assist in recruiting, screening and selecting participants most in need of services. The Advisory Committee also provides on-going support for participants and the JFG program. The Advisory Committee and JFG Treasure Hunter are mutually responsible for recruiting, screening, and selecting potential participants who satisfy JFG criteria. The JFG Treasure Hunter is ultimately responsible for the final selection process of the participants who qualify for the JFG model.
5. Enroll the required minimum number of students who satisfy the selection criteria as set out by JFG. Since participation in the JFG program is limited, students must need, want, and be able to benefit from the services available and the follow-up phase of the program.
6. Create and maintain a collaborative relationship with parents, Vocational Rehabilitation staff, local employers, college recruiters and other individuals central to student success.
7. Deliver the Senior Year Curriculum developed by the National JAG organization. Students are expected to master all required competencies for the model program that they are attending.
8. Provide an average of at least 120 model services contact hours annually by teaching and mentoring Employability Skills, Career Association, Community Service, Guidance Counseling, Field Trips/Guest Speakers, Academic Remediation, and Work Based Learning. At least ten of these hours should comprise Community Service.
9. Provide academic remediation and tutoring directly or by arranging these services for students as needed.
10. Provide group and individual guidance counseling based on the students' identified needs. Refer students to school or community based services, as needed, to help overcome barriers to graduation, employment, career entry and/or advancement.
11. Develop work-based learning and/or job shadowing experiences linked to the JFG curriculum to enhance student learning and specific occupational skills in their chosen career field.
 - a. Incorporate JFG's career exploration model (in partnership with DreamJobbing™) so as to obtain internships and job shadowing opportunities for JFG students. The model begins with administering career interest surveys. This is followed by student research into careers, creation of "dream boards," video production, uploading videos to the DreamJobbing™ website and then researching / contacting employers.
12. Establish and organize a Career Association, a highly motivational, career-oriented student-led organization. Each JFG student is a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing

leadership and teamwork skills. Selecting and planning community service activities is a function of the Career Association to be included in the Career Association Plan of Work.

13. Conduct an Installation and Initiation Ceremony (I & I) for JFG Career Association Members and Officers. Officers should convene Career Association meetings at least once per month, conduct meetings with prepared agendas and record minutes.
14. Develop an Employer Marketing Plan and relationships with business partners, community and government organizations to promote student success, achievement and program goals.
15. Recruit a minimum of six guest speakers per year.
16. Conduct a minimum of three educational field trips with students per year (1 field trip must be to a post-secondary institute).
17. Encourage selected JFG students to attend the JAG National Student Leadership Conference in Washington, D.C. and JFG's Student Leadership Development Conference in Florida.
18. Engage students in contests, competitions, or the like as offered by The Foundation.
19. Provide services directly or assist students in accessing services, as needed, to help them overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education.
20. Develop jobs, internships or apprenticeship opportunities for JFG graduates.
21. Contact graduates and 12th grade non-graduates monthly for twelve (12) consecutive months.
22. Follow the JFG calendar, as provided by The Foundation, with the expectation that all requirements are completed by the specified deadlines. Electronic and hard-copy documentation includes, but is not limited to:
 - a. Student files and portfolios
 - b. Student test scores, GPA's, discipline and behavior information, demographics and social security numbers
 - c. Student roster signed by the Advisory Committee
 - d. Career Association Plan of Work
 - e. Employer Marketing Plan
 - f. Monthly newsletters with photos
 - g. Daily entries in ENDMS
23. Required Trainings include the attendance at mandatory training sessions or meetings conducted by JFG which is critical to the successful implementation of the program and achievement of the performance goals as outlined on page 2 of this Agreement. Payment of funds

may be withheld due to failure of attending mandatory trainings. Required training sessions include the following:

1. **Treasure Hunters – Four (4) quarterly trainings**
 - a. August 2 & August 3, 2018
 - b. October 5, 2018
 - c. January 25, 2019
 - d. April 19, 2019
2. **Site Supervisors – Initial training**
 - a. August 3, 2018
3. **Principals – Meeting with The Foundation’s JFG Director**
 - a. May or June 2018 pending execution of Agreement

24. Payment of Funds

Funds will be paid in accordance with performance and outcomes at the close of December 2018 in the amount of Twenty-Two Thousand and Five Hundred Dollars (\$22,500) and June 2019 in the amount of Twenty-Two Thousand and Five Hundred Dollars (\$22,500) to offset the cost of an FTE assigned teacher. Funds can be used to offset time, professional development, stipends, travel, field trips and other value add items directly related to the management of JFG.

2.05 Performance Goals

PROGRAM MODEL	GRADE LEVEL	ENROLLMENT ELIGIBILITY	OUTCOMES	REQUIRED
SENIOR YEAR	11 - 12	Minimum of 50 students. 40% of students must be approved by VR for the Foundation to provide VR youth in transition pre-employment services*	Minimum of 120 hours of career exploration, work based learning and self-advocacy instruction delivered annually per student	For Credit Course Professional development participation Timely reporting via e-NMDS Pre-ETS / STARS participation and support Student follow-up services post graduation

*Youth in Transition are defined by the Workforce Investment Opportunity Act as youth with a disability between the ages of 14 to 21 who are currently enrolled in school. Disabilities may be documented via school based plans such as an IEP or 504. Alternatively, a PMP or BIP that cites a diagnosed disability or other formal professionally recognized diagnosis from a doctor, mental health professional, educator, social worker and other appropriate licensed professionals may serve as documentation.

In accordance with Jobs for America's Graduates standards, JFG and partnering schools strive to decrease discipline referral rates, increase school attendance rates, improve GPA's and increase graduation rates. Schools must provide appropriate access to individual student data which will then be entered into e-NMDS as a means of monitoring quality of services and student achievement.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Maria Formoso, Principal
Miramar High School
3601 SW 89 Avenue
Miramar, FL 33025

To JFG: Heather Beaven, Chief Executive Officer
306 South Oceanshore Blvd.
Flagler Beach, Florida 32136

With a Copy to: Douglas Beaven, President
306 South Oceanshore Blvd
Flagler Beach, Florida 32136

2.07 **Background Screening.** JFG agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of JFG or its personnel providing any services under the conditions described in the previous sentence. JFG shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to JFG and its personnel. The parties agree that the failure of JFG to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. JFG agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from JFG's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **SBBC Disclosure of Education Records.**

(a) For the purposes of program registration and program progress reporting SBBC will disclose education records to The Foundation.

(b) SBBC will provide The Foundation with the following education records: Name, Address, Phone Number, Email Address, Social Security Number, GPA, Absences, Referrals, Pre Test Scores, Post Test Scores, Model Service Competencies Covered, Type of Model Service Activity, Amount of time covered in Model Service

(c) SBBC will obtain consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed below.

2.09 **Insurance Requirements.** The Foundation shall comply with the following insurance requirements throughout the term of this Agreement.

(a) **General Liability.** The Foundation shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** The Foundation shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of ~~Limit~~ not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** The Foundation shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** The Foundation shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage.** Proof of the required insurance must be furnished by The Foundation to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit The Foundation to remedy any deficiencies. The Foundation must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. The Foundation is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. 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 matter arising out of any contract.

3.03 Independent Contractor. The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment

compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon forty-five (45) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. The Foundation shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, The Foundation shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Foundation shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if The Foundation does not transfer the public records to SBBC. Upon completion of the Agreement, The Foundation shall transfer, at no cost, to SBBC all public records in possession of The Foundation or keep and maintain public records required by SBBC to perform the services required under the Agreement. If The Foundation transfers all public records to SBBC upon completion of the Agreement, The Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If The Foundation keeps and maintains public records upon completion of the Agreement, The Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

3.10 Student Records. Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, School Board policies, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits A-C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By JFG: JFG agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not

limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by JFG, its agents, servants or employees; the equipment of JFG, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of JFG or the negligence of JFG's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by JFG, SBBC or otherwise.

3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)


THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Nora Rupert, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. -
kathelyn.jacques-adams@gbrowardschools.com
Reason: Florida Endowment Foundation for
Florida's Graduates Inc. d/b/a Jobs for Florida's
Graduates - Miramar High School
Date: 2018.05.31 08:23:48 -04'00'

Office of the General Counsel

FOR JFG

(Corporate Seal)

ATTEST:

By _____
Heather Beaven-CEO-The Foundation

Secretary
-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person
_____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

Required Exhibits

Complete the following exhibits and submit with the executed Agreement to:

Douglas Beaven, President

The Florida Endowment Foundation for Florida's Graduates

P. O. Box 1779

Flagler Beach, FL 32136

- 1. Payment Information Form – Exhibit A**
- 2. Treasure Hunter Agreement – Exhibit B**
- 3. Site Supervisor Agreement – Exhibit C**

EXHIBIT A

Payment Information Form
Jobs for Florida's Graduates

Complete this form to indicate how payments should be made.

Check one of the following boxes to indicate that the Payee is a:

- School District Public School Other Organization *Individual **

Name of Payee as it should appear on a check: The School Board of Broward County, Florida as operator of Miramar High School

Address to which check should be mailed:

600 SE Third Avenue, Attn: Ella Toney Fullard

(Street address)

Fort Lauderdale, Florida 33301

(City, State, Zip)

**If payment will be made to an individual, a 1099-Contractor Form will be required.*

Other Payments – If Applicable

In the event that a Foundation sponsored contest or other activity results in a monetary award that is unrelated to payments via this Agreement, please indicate who should receive payment for the direct and immediate benefit of the students.

Name of Payee as it should appear on a check: Same as above

Address to which check should be mailed:

Same as above

(Street address)

(City, State, Zip)



The Florida Endowment Foundation for Florida's Graduates
P.O. Box 1779, Flagler Beach, Florida 32136
www.flgraduates.org | 386.439.5730

EXHIBIT B
JFG TREASURE HUNTER AGREEMENT 2018-19

The responsibilities of the JFG Treasure Hunter include but are not limited to the following:

1. Attend JFG staff development and mandatory quarterly meetings.
2. Attend the JAG National Training Seminar in July of each year.
3. Complete and pass VR's on-line Self Advocacy training module prior to the start of the school year.
4. Establish an Advisory Committee to assist in recruiting, screening and selecting participants most in need of services. The Advisory Committee also provides on-going support for participants and the JFG program. The Advisory Committee and JFG Treasure Hunter are mutually responsible for recruiting, screening, and selecting potential participants who satisfy JFG criteria. The JFG Treasure Hunter is ultimately responsible for the final selection process of the participants who qualify for the JFG model.
5. Enroll the required minimum number of students who satisfy the selection criteria as set out by JFG. Since participation in the JFG program is limited, students must need, want, and be able to benefit from the services available and the follow-up phase of the program.
6. Create and maintain a collaborative relationship with parents, Vocational Rehabilitation staff, local employers, college recruiters and other individuals central to student success.
7. Deliver the Senior Year Curriculum developed by the National JAG organization. Students are expected to master all required competencies for the model program that they are attending.
8. Provide an average of at least 120 model services contact hours annually by teaching and mentoring Employability Skills, Career Association, Community Service, Guidance Counseling, Field Trips/Guest Speakers, Academic Remediation, and Work Based Learning. At least ten of these hours should comprise Community Service.
9. Provide academic remediation and tutoring directly or by arranging these services for students as needed.
10. Provide group and individual guidance counseling based on the students' identified needs. Refer students to school or community-based services, as needed, to help overcome barriers to graduation, employment, career entry and/or advancement.
11. Develop work-based learning and/or job shadowing experiences linked to the JFG curriculum to enhance student learning and specific occupational skills in their chosen career field.
12. Incorporate JFG's career exploration model (in partnership with DreamJobbing™) so as to obtain internships and job shadowing opportunities for JFG students. The model begins with administering career interest surveys. This is followed by student research into careers, creation of "dream boards," video production, uploading videos to the DreamJobbing™ website and then researching / contacting employers.
13. Establish and organize a Career Association, a highly motivational, career-oriented student-led organization. Each JFG student is a member of the Career Association for purposes of belonging, creating a sense of ownership, building self-esteem, and developing leadership and teamwork skills. Selecting and planning community service activities is a function of the Career Association to be included in the Career Association Plan of Work.

14. Conduct an Installation and Initiation Ceremony (I & I) for JFG Career Association Members and Officers. Officers should convene Career Association meetings at least once per month, conduct meetings with prepared agendas and record minutes.
15. Develop an Employer Marketing Plan and relationships with business partners, community and government organizations to promote student success, achievement and program goals.
16. Recruit a minimum of six guest speakers per year.
17. Conduct a minimum of three educational field trips with students per year (1 field trip must be to a post-secondary institute).
18. Encourage selected JFG students to attend the JAG National Student Leadership Conference in Washington, D.C. and JFG's Student Leadership Development Conference in Florida.
19. Engage students in contests, competitions, or the like as offered by The Foundation.
20. Provide services directly or assist students in accessing services, as needed, to help them overcome barriers to staying in school, graduating, becoming employed and/or pursuing a postsecondary education.
21. Develop jobs, internships or apprenticeship opportunities for JFG graduates.
22. Contact graduates and 12th grade non-graduates monthly for twelve (12) consecutive months.
23. Follow the JFG calendar, as provided by The Foundation, with the expectation that all requirements are completed by the specified deadlines. Electronic and hard-copy documentation includes, but is not limited to:
 - a. Student files and portfolios
 - b. Student test scores, GPA's, discipline and behavior information, demographics and social security numbers
 - c. Student roster signed by the Advisory Committee
 - d. Career Association Plan of Work
 - e. Employer Marketing Plan
 - f. Monthly newsletters with photos
 - g. Daily entries in ENDMS
 - h. VR deliverables

Name of Treasure Hunter: _____ (Please Print)

Name of School: **Miramar High School**

By signing my name below, I acknowledge that I have received and reviewed the above responsibilities of the JFG Treasure Hunter.

(Signature)

(Date)



The Florida Endowment Foundation for Florida's Graduates
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EXHIBIT C
JFG SITE SUPERVISOR AGREEMENT 2018-19

The responsibilities of the JFG Site Supervisor include the following:

1. Attend required site supervisor training and ensure that the Treasure Hunter attends all required quarterly trainings.
2. Assist, support and supervise the Treasure Hunter in delivering the JFG program model.
3. Monitor the Treasure Hunter's performance of his / her responsibilities as agreed in the school's Memorandum of Understanding with The Foundation and as outlined in the Treasure Hunter Agreement.
4. Submit a Site Supervisor Report to JFG at end of year

Name of Site Supervisor: _____
(Please Print)

Name of School: **Miramar High School**

By signing my name below, I acknowledge that I have received and reviewed the above responsibilities of the JFG Site Supervisor.

(Signature)

(Date)



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