

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of Nova High School (“NHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President
Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Olayemi Awofadeju, Principal
Nova High School
3600 College Avenue
Davie, FL 33314

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
15. **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.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this _____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of Deerfield Beach High School (“DBHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

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- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
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Southlake, TX 76092

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

With Copy to: Jon Marlow, Principal
Deerfield Beach High School
910 SW 15 Street
Deerfield Beach, FL 33441

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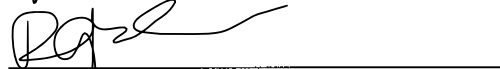
(Corporate Seal)

ATTEST:

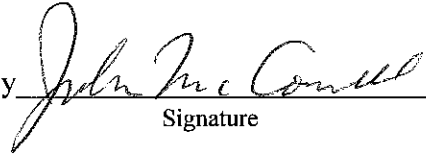
, Secretary

-or-


Witness


Witness

Jobs for America's Graduates, Inc.

By 
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
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- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President

Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101
Southlake, TX 76092

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

With Copy to: Principal
Hollywood Hills High School
5400 Stirling Road
Hollywood, FL 33021

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

12. **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.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
15. **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.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of Hallandale Magnet High School (“HMHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, ("Grant Agreement") SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):

- i. Student First and Last Name
- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. JAG CONFIDENTIALITY OF EDUCATION RECORDS.

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;

- 3) 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;
 - 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President

Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101
Southlake, TX 76092

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

With Copy to: Mark Howard, Principal
Hallandale Magnet High School
720 NW 9 Avenue
Hallandale Beach, FL 33009

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

12. **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.
13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
15. **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.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of Miramar High School (“MHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President
Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

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

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
15. **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.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of McArthur High School (“MHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President
Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Alfred Broomfield, Principal
McArthur High School
6501 Hollywood Boulevard
Hollywood, FL 33024

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

13. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
15. **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.
16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

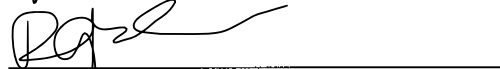
(Corporate Seal)

ATTEST:

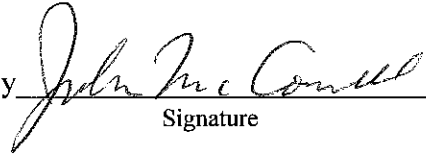
, Secretary

-or-


Witness


Witness

Jobs for America's Graduates, Inc.

By 
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of Olsen Middle School (“OMS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
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Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Valerie Harris, Principal
Olsen Middle School
330 SE 11 Terrace
Dania Beach, FL 33004

8. **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.
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10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
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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.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of South Plantation High School (“SPHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
- iii. Phone Number
- iv. Personal Email Address
- v. Date of Birth
- vi. Social Security Number
- vii. Gender
- viii. Race
- ix. School Identification Number
- x. Grade Point Average (GPA)
- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President
Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Christine Henschel, Principal
South Plantation High School
1300 Paladin Way
Plantation, FL 33317

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

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

14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

15. **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.

16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

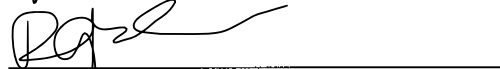
(Corporate Seal)

ATTEST:

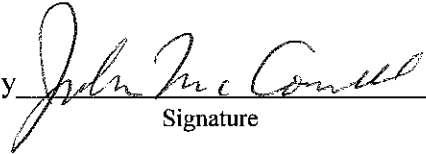
, Secretary

-or-


Witness


Witness

Jobs for America's Graduates, Inc.

By 
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of South Plantation High School (“SPHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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:

1. **RECITALS AND STATEMENT OF WORK.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **SBBC DISCLOSURE OF EDUCATION RECORDS.**
 - a. SBBC will provide Foundation the education records provided in Article 2.03 (5) of the Grant Agreement and listed below for the purposes of program registration and program progress reporting. SBBC staff shall input these records listed in this section into the JAG ENDMS. The JAG ENDMS is a database held outside of the SBBC technology infrastructure which JAG maintains and Foundation staff will access to report performance metrics.
 - b. SBBC will provide Foundation with the following education records through the ENDMS (database):
 - i. Student First and Last Name

- ii. Home Address
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- x. Grade Point Average (GPA)
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- xii. Referrals
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- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

- 4) 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;
 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

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Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Christine Henschel, Principal
South Plantation High School
1300 Paladin Way
Plantation, FL 33317

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

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

- 14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

- 15. **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.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel

Appendix A

Agreement

This agreement (“Agreement”) is made and entered into as of this ____ day of _____ 2020 by and between The School Board of Broward County, Florida (“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, on behalf of South Plantation High School (“SPHS”), a school of SBBC, and the Jobs for America’s Graduates, Inc. (“JAG”) whose principal place of business is 1729 King Street, Suite 100, Alexandria, VA 22314.

WHEREAS, it is understood that SBBC has entered into an agreement with Florida Endowment Foundation for Florida’s Graduates Inc. (hereinafter referred to as “Foundation”) for the purpose of furthering postsecondary education for students;

WHEREAS, JAG hosts the Electronic National Data Management System (“ENDMS”) to provide an evaluation protocol for its curriculum, Jobs for Florida Graduates, which is utilized by the Foundation; and

WHEREAS, under SBBC’s agreement with Foundation, dated _____, 2020, (“Grant Agreement”) SBBC is identified as an awardee and is required to provide student information to the Foundation through the ENDMS hosted by JAG; and

WHEREAS, SBBC enters into this Agreement with JAG in order to utilize the ENDMS hosted by JAG and provide for the parties’ responsibilities in maintaining and disclosing student information and records.

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- xi. Absences
- xii. Referrals
- xiii. Academic Performance History
- xiv. English Proficiency Level
- xv. Eligibility for Free or Reduced Lunch
- xvi. JFG Curriculum Pre-Test Scores
- xvii. JFG Curriculum Post-Test Scores
- xviii. Model Service Competencies Covered
- xix. Type of Model Service Activity
- xx. Amount of Time Covered in Model Service
- xxi. Enrollment in Occupational Training
- xxii. Parents' Education Level

- c. SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to providing Foundation and JAG with the education records listed in this section.
- d. This section supersedes any of JAG's privacy policies re: collecting, using, and/or disclosing education records and/or student information.

3. **JAG CONFIDENTIALITY OF EDUCATION RECORDS.**

- a. Notwithstanding any provision to the contrary within this Agreement, JAG shall:
 - 1) 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;
 - 2) 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;
 - 3) 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;

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 - 5) 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;
 - 6) 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;
 - 7) 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;
 - 8) 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;
 - 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
 - 10) 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
 - 11) 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).
- b. 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.

- c. JAG shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.
4. **AMENDMENT.** 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.
5. **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.
6. **SEVERABILITY.** If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
7. **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:

JAG: Craig Larrabee, Executive Vice President
Jobs for America's Graduates, Inc.
548 Silicon Drive, Suite 101

Southlake, TX 76092

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

With Copy to: Christine Henschel, Principal
South Plantation High School
1300 Paladin Way
Plantation, FL 33317

8. **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.
9. **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.
10. **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.
11. **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
12. **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.

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

14. **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

15. **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.

16. **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR JAG:

(Corporate Seal)

ATTEST:

, Secretary

-or-

[Signature]
Witness
[Signature]
Witness

Jobs for America's Graduates, Inc.

By [Signature]
Signature

Printed Name: John McConnell

Title: Vice President, Technical Support

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. 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.

ACCEPTED BY:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Donna P. Korn, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by
Eric Abend
Date: 2020.09.14
09:41:50 -04'00'

Office of the General Counsel