

Junior Achievement of South Florida



BOARD MANUAL

BOARD OF DIRECTORS MANUAL
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1919

HORACE A. MOSES, THEODORE N. VAIL, and U.S. Sen. **W. MURRAY CRANE** organize Junior Achievement in Springfield, Mass.

Junior Achievement's first logo used until 1934



1925

President **CALVIN COOLIDGE** helps Junior Achievement launch a \$1.5 million fund drive



1925
Junior Achievement Hall, JA's first real home, presented to the Eastern States League by **HORACE A. MOSES** for JA's use

1936

JOE FRANCOMANO, JA pioneer, believes that for children of the Depression, belonging to JA was an invaluable, broadening experience

1941

CHARLES R. HOOK, President of American Rolling Mill Company, plays a critical role in making Junior Achievement a national organization.

1959

Fort Lauderdale Rotary Club (now the Downtown Ft. Lauderdale club) starts the Junior Achievement chapter serving Broward and Palm Beach Counties.



Junior Achievement's second logo used until 1959

1964

Junior Achievement students participate in the New York World's Fair



Junior Achievement's third logo used from 1959 to 1970

1975

NELSON ROCKEFELLER, VP of the United States, speaks at the first JA National Business Hall of Fame event in Chicago.

Junior Achievement's fourth logo used from 1970 to 1986



1990

Junior Achievement reaches nearly 3.5 million students

Pinellas County School District starts 8th grade program, "Finance Park", at the Gus A. Stavros Institute in St. Petersburg.

2003

First Junior Achievement-run Enterprise Village opened by JA of Delaware.

First Junior Achievement run Finance Park open by JA of the Quad Cities, Iowa.

First international Enterprise Village opened in Tokyo by Junior Achievement of Japan.

2001

Junior Achievement Worldwide signs agreement with Pinellas County School District to replicate Enterprise Village and Finance Park.



Junior Achievement®

Junior Achievement's fifth and current logo adopted in 1986

The goal of Junior Achievement of South Florida is "to inspire and prepare young people to succeed in a global economy."



History

In 1959 when JA of South Florida was founded by the Fort Lauderdale Rotary Club, we served 373 high school students. Today, our programs span grades K-12, with age-appropriate curricula designed around Junior Achievement's core purpose: *To inspire and prepare young people to succeed in a global economy.* In the fiscal year ending June 2015, we delivered more than 1 MILLION hours of programs to 47,790 youth with the assistance of 6,453 trained volunteers.

From elementary school through high school, our programs – 23 in all – deliver our mission to help develop a better understanding of the free enterprise system and concentrate on such core values as entrepreneurship and financial literacy. Working through relevant and powerful tasks with volunteers from the community, each student comes both see and believe that they can both succeed personally and have a positive impact on their family, their school, their community and their world.

What is JA World?

JA World Huizenga Center at Broward College is the new home of JA of South Florida, but it is so much more than that! A 59,500 square foot facility dedicated to the effective and practical teaching of business, entrepreneurship and personal finance, it brings the term "experiential learning" to life and *allow us to reach and teach approximately 50,000 young people each year.*

Housing two of our educational programs (along with after-school programs and summer camps), it is a dramatic shift forward that transforms how every local student it taught to view the world of work, free enterprise, and their possibilities for success in them. The program that comes to life for all 5th grade students is **JA BizTown**, and for all 8th graders, **JA Finance Park**.

Why do our children need JA World?

- Students make the connection between learning in school now and getting a good job later.
- Experiential learning helps young people sharpen their skills to prepare for tomorrow's competitive global economy.
- Fun, yet challenging learning builds our children's confidence, so they can enter the business world to build successful lives and communities.
- With current changes in the global economy, our educational sector needs the business community's support and human resources more than ever.
- As a community, we need to prepare for the future by producing capable and confident leaders who are not afraid to be entrepreneurs.

Who will JA World serve?

- Teachers from participating schools
- Parents of participating students
- Business people in Broward and south Palm Beach Counties
- Students in Broward and south Palm Beach Counties (public, private schools and home schoolers)

JUNIOR ACHIEVEMENT USA US AREA OPERATING AGREEMENT

THIS OPERATING AGREEMENT (“**Agreement**”) is made this 29th day of May, 2015, effective as of July 1, 2015 (“**Commencement Date**”), between **JUNIOR ACHIEVEMENT USA**, a nonprofit corporation incorporated under the laws of the State of Colorado, USA, and having its principal office at One Education Way, Colorado Springs, Colorado 80906 (“**Junior Achievement USA**”), and **JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.**, a nonprofit organization incorporated under the laws of the State of **Florida** and having its principal office at **1130 Coconut Creek Blvd., Coconut Creek, FL 33066** (“**JA Area**”), and operating in the territory as defined on Exhibit A (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. JA Worldwide[®], as the owner of the JA Worldwide Brand, holds the right to grant licenses to use the JA Worldwide Brand throughout the world.

B. Junior Achievement USA is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code whose foundational purpose is education of youth in the principles of free enterprise, including work readiness, entrepreneurship and financial literacy.

C. JA Worldwide and Junior Achievement USA have entered into the USA Agreement whereby JA Worldwide has licensed to Junior Achievement USA certain rights to use the JA Worldwide Brand.

D. Each of JA Worldwide, certain JA Affiliates, and Junior Achievement USA have or may have the rights to use JA Programs and JA Materials.

E. Junior Achievement USA has the right to license JA Programs and JA Materials owned by it or licensed to it by other Junior Achievement organizations.

F. JA Area desires to obtain certain rights to use JA Properties exclusively in the Geographic Territory as described herein, and Junior Achievement USA is willing to grant to JA Area such rights, subject to the terms and conditions of this Agreement, the Policies and Procedures Manual.

G. JA Area, as an independent legal entity, acknowledges that this Agreement is between it and Junior Achievement USA, and not with any of its employees, agents, board members, or representatives.

AGREEMENT

NOW, THEREFORE, the Parties have agreed and hereby agree as follows:

1. **Definitions.**

1.1. “**Brand/Product Developments**” means ideas, processes, products, events, programs, curricula, activities, materials and delivery methods made to, as enhancements of, as replacements for, or as new JA Programs and/or JA Materials.

1.2. “**Certification**” means acknowledgement by Junior Achievement USA that the operations, performance and accomplishments of JA Area meet the standards of this Agreement, the Policies and Procedures Manual and Operational Standards.

1.3. “**Digital Files**” means those JA Programs, JA Materials, and JA Worldwide Brand (whether provided and licensed by JA Worldwide or provided and licensed by JA Affiliates or created by Junior Achievement USA) existing in electronic and digital means, whether on computer disk, CD Rom, electronic mail, via the Internet or via any other medium now existing or developed at a later time.

1.4. “**Geographic Territory**” means the area described on Exhibit A.

1.5. “**JA Affiliate(s)**” means any organization affiliated with and endorsed or licensed by JA Worldwide, including without limitation Junior Achievement USA, JA Areas, Regional Operating Centers, and other organizations which have entered into an operating agreement or similar contract with a Regional Operating Center or JA Worldwide entitling them to use the JA Worldwide Brand.

1.6. “**JA Areas**” means all organizations which are licensees of Junior Achievement USA and have entered into a US Area Operating Agreement with Junior Achievement USA.

1.7. “**JA Materials**” means materials in physical, digital or any other format relating to or used in connection with JA Programs designed to educate and train youth in the concepts and practices of work readiness, entrepreneurship, financial literacy, business, ethics, and any related economic-based content, including without limitation educational and instructional materials and methods, designs and color schemes for curriculum and promotional materials prepared and distributed in relation to the JA Materials, other materials and specifications for certain products, and methods of operation, including manuals covering business practices and policies. It may include materials developed by Junior Achievement USA and any JA Affiliate.

1.8. “**JA Programs**” means curriculum, events, experiences, programs, processes, and activities in every form whatsoever relating to educating and training youth in the concepts and practices of work readiness, entrepreneurship, financial literacy, business, ethics,

and any related economic-based content, and may include those developed by Junior Achievement USA and any JA Affiliate.

1.9. **“JA Properties”** means collectively, (a) JA Worldwide Brand, (b) JA Programs and JA Materials owned by JA Worldwide or JA Affiliates, as and when made available by Junior Achievement USA to JA Area under a license grant, and (c) JA Programs and JA Materials owned by Junior Achievement USA.

1.10. **“JA Worldwide”** means JA Worldwide[®], a nonprofit corporation organized under the laws of the State of Delaware.

1.11. **“JA Worldwide Brand”** means the brands, logos, trademarks, service marks, trade names, commercial symbols, and other proprietary property for use in JA Worldwide’s business, including but not limited to “Junior Achievement,” “JA Worldwide,” and “JA,” and other marks, copyrighted material, or proprietary property, and all derivatives and modifications thereof, that JA Worldwide makes available to Junior Achievement USA under a license grant.

1.12. **“Operational Standards”** means the minimum operational, performance, financial (including indebtedness and cash flow), and accountability standards and specified criteria for JA Areas and their boards of directors as established in writing, updated pursuant to the Policies and Procedures Manual, and distributed by Junior Achievement USA.

1.13. **“Policies and Procedures Manual”** means the policies and procedures manual attached hereto as Exhibit B.

1.14. **“Regional Operating Center(s)”** means a nonprofit corporation or similar legal entity, other than Junior Achievement USA, which is affiliated with JA Worldwide and which has been licensed by, and is authorized to act on behalf of, JA Worldwide with respect to operating agreements with local organizations in particular geographic areas of the world.

1.15. **“USA Agreement”** means the license agreement whereby JA Worldwide grants to Junior Achievement USA certain licenses to use and sublicense JA Worldwide Brand and/or JA Properties in the Geographic Territory.

2. **Grant of License Rights; Ownership.**

2.1. Subject to the terms and conditions of this Agreement and conditional upon payment of all fees and charges due hereunder, Junior Achievement USA hereby grants to JA Area, for the Term stated below, a nontransferable right and license solely within the Geographic Territory, which license shall be exclusive within the Geographic Territory, to:

(a) use, distribute, publicly perform and publicly display the JA Properties in the Geographic Territory;

(b) advertise to the public that it is part of the JA Worldwide and/or Junior Achievement USA network of organizations; and

(c) use the name, brand and logo of “Junior Achievement,” “JA” and other JA Worldwide Brand, as changed, modified and enhanced from time-to-time by JA Worldwide, provided that such usage shall at all times comply in all respects with the then-current trademark usage policy provided by Junior Achievement USA.

2.2. Notwithstanding the foregoing, (a) Junior Achievement USA reserves for itself licensing rights in areas of the United States of America outside the Geographic Territory, pursuant to its USA Agreement, and (b) JA Area acknowledges that JA Worldwide has reserved for itself licensing rights as to JA Properties and/or JA Worldwide Brand in all territories, states, nations and other areas throughout the world other than the Geographic Territory.

2.3. The rights with respect to the JA Properties are licensed and not sold to JA Area. The only right granted to JA Area in the JA Properties is the license granted in this Section 2, and JA Area agrees that it shall not, at any time, acquire any ownership rights, title or interest in the JA Properties, or derivatives or modifications thereof, or Brand/Product Developments by virtue of any use it may make of such JA Properties regardless of whether any such rights have been registered. As necessary to evidence Junior Achievement USA’s or JA Worldwide’s ownership therein, JA Area hereby grants and conveys to Junior Achievement USA, as to JA Materials and JA Programs, and to JA Worldwide, as to JA Worldwide Brand, a perpetual, exclusive, transferable and sublicensable license to use, reproduce, distribute, adapt, modify, translate, publicly perform and publicly display any and all modifications or other derivative works of the JA Properties made by JA Area. The rights to the JA Properties are limited to the scope of this express license; there are no implied licenses. All rights and licenses not expressly granted under this Agreement are reserved by Junior Achievement USA.

3. **Use of the JA Properties.** JA Area accepts such license under the terms and conditions of this Agreement and agrees that it shall only use the JA Properties in the manner described in this Agreement. JA Area further agrees and warrants that:

(a) it will not authorize or permit any third party to use the JA Properties without Junior Achievement USA’s consent;

(b) other than in connection with and in furtherance of the JA Programs and JA Materials, it will not use the JA Properties, or authorize or permit the JA Properties to be used or exploited, including in any manner that is deceptive or misleading or that reflects unfavorably upon the good name, goodwill, reputation or image of JA Worldwide or Junior Achievement USA, as determined by either of them, nor in any manner that is inconsistent with, or contrary to applicable laws;

(c) it will only use JA Properties approved by Junior Achievement USA in its business and operations;

(d) it will not use any derivatives of or modifications to JA Properties (including, without limitation, the JA Worldwide Brand) nor Brand/Product Developments without the prior express written consent of Junior Achievement USA and as provided in Section 2.3;

(e) it will not directly or indirectly engage in or acquire any financial or beneficial interest in any nonprofit or for profit business, entity, organization or operation (including without limitation, corporations, limited liability companies, partnerships, trusts, incorporated associates and/or joint ventures) that promote programs or trademarks, names, logos or brands similar in any way to or competitive with the JA Worldwide Brand or JA Programs or that could adversely affect the name, goodwill, reputation and/or JA Properties of Junior Achievement USA or JA Worldwide as determined by either of them;

(f) during the Term (as defined below), it will not directly or indirectly become a co-venturer with, holder of an ownership or other interest in, or engage in a cooperative business with (including without limitation common fundraising) any other nonprofit or for profit organization or entity, without prior written consent of Junior Achievement USA, which may be given or withheld in its sole discretion;

(g) it will respect and comply with all applicable national and international trademark and copyright laws in connection with any use of the JA Properties or any portion thereof;

(h) it will not, during the Term (as defined below) or thereafter, attack, challenge or dispute the title or any rights of JA Worldwide and/or Junior Achievement USA in and to the JA Properties, Brand/Product Developments, and all derivatives of and modifications to them;

(i) it will not, during the Term (as defined below) and at any time thereafter, adopt or use any mark or materials that are confusingly similar to, or a simulation or colorable imitation of, the JA Properties; this provision shall survive the termination of this Agreement;

(j) it will promptly notify Junior Achievement USA in writing in the event it learns of any infringement of any of the JA Properties;

(k) it will cooperate with Junior Achievement USA and, if requested, JA Worldwide, to protect, monitor and defend the JA Properties at the sole cost and expense of Junior Achievement USA or JA Worldwide as the case may be

unless caused by the acts or omissions of JA Area, in which case JA Area shall pay such costs and expenses;

(l) upon request, it shall promptly provide Junior Achievement USA with copies of all printed, electronic or other materials used by JA Area that include a name, symbol, or any other mark associated with the JA Properties; and

(m) With respect to any Digital Files:

(i) JA Area shall use all Digital Files in strict accordance with and pursuant to the standards promulgated by Junior Achievement USA for Digital Files from time-to-time;

(ii) For those Digital Files provided and licensed by Junior Achievement USA to JA Area, those Digital Files will continue to be owned by JA Worldwide, the JA Affiliate, or Junior Achievement USA, as applicable, and JA Area shall not acquire any rights in the Digital Files, derivatives thereof or by virtue of any use it may make of such Digital Files regardless of whether any such rights have been registered. JA Area recognizes the value of the goodwill associated with the JA Worldwide Brand and Digital Files and that such goodwill is retained solely by JA Worldwide, the JA Affiliate, or Junior Achievement USA, as applicable;

(iii) JA Area is NOT to share the Digital Files provided and licensed by Junior Achievement USA to JA Area with any entity, including other JA Affiliates, outside or beyond the Region;

(iv) JA Area is NOT, under any circumstance whatsoever, to post the Digital Files (in part or in whole) in an online format at ANY time or in any manner, except as expressly allowed under the standards promulgated by Junior Achievement USA for Digital Files from time-to-time under the Policies and Procedures Manual; and

(v) Prominent display of the Junior Achievement name, trademark and/or logo must appear within the first two pages of all printed program materials generated from Digital Files. Examples of appropriate branding of program materials may be requested by contacting Junior Achievement USA.

4. **Responsibilities of Junior Achievement USA.** Junior Achievement USA will have the following responsibilities to JA Area:

(a) adhering to the terms of this Agreement;

(b) maintaining personnel to provide support as deemed appropriate by Junior Achievement USA and JA Area to support local operations;

(c) not granting to any other JA Area the right to operate JA Programs in JA Area's Geographic Territory, without the consent of JA Area;

(d) protecting exclusive fundraising rights of JA Area within its Geographic Territory for its local operations, and fostering collaborative fundraising efforts among and between various JA Areas; provided that no other JA Areas, Junior Achievement USA or JA Worldwide may fundraise within the Geographic Territory without JA Area's written consent, which consent will not be unreasonably withheld and in determining whether to withhold consent JA Area will take into account the legitimate interests of Junior Achievement USA and JA Worldwide in fundraising in the Geographic Territory and maximizing the aggregate fundraising for JA Worldwide, Junior Achievement USA and JA Area, or unless requested by a donor or prospective donor; and further provided, that if Junior Achievement USA or JA Worldwide believes in good faith that JA Area has unreasonably withheld its consent, Junior Achievement USA or JA Worldwide may appeal such denial to an appeals group to consist of two (2) members of JA Area's board of directors appointed by JA Area's board chair and two (2) members of Junior Achievement USA's board of directors appointed by Junior Achievement USA's board chair, whose decision by a majority vote shall be final and binding on the parties;

(e) preparing an annual report and annual financial statements which will be made available to JA Area;

(f) be responsive, transparent and accountable to JA Areas by:
(i) each January formally soliciting input from JA Areas regarding the organization's key strategic and operational needs (such as programming, finances, HR support, training, marketing, brand promotion/protection) for the fiscal year set to commence on the subsequent July 1; (ii) in May of each year presenting an Operational Plan for Junior Achievement USA for the coming fiscal year, taking into account the input provided by JA Areas, the current national strategic plan, and operational knowledge gained by Junior Achievement USA, to address such strategic and operational needs; and (iii) in September of each year presenting a formal "State of the Organization Report" to JA Areas detailing performance against the objectives set forth in the Operational Plan for the prior fiscal year;

(g) making available the JA Programs, the JA Materials, and other JA Properties as may be suitable for JA Area's Geographic Territory, and publishing (by any physical, electronic or other means whatsoever) the list of available programs each year;

(h) determining annually and publishing (by any physical, electronic or other means whatsoever) the price of all JA Programs and JA Materials offered to and purchased by JA Area, with the initial price to be consistent with Junior Achievement USA's existing pricing policy and the amount of any annual increase thereafter not to exceed the percent of increase charged by the vendors producing, distributing and warehousing the JA Materials and JA Programs;

(i) providing technical assistance and guidance as deemed appropriate by Junior Achievement USA to JA Area through internet and other electronic resources, periodic communications, conferences, events, and on-site visits at least once every five (5) years;

(j) assisting in recruiting JA Area's president ("**JA Area President**") pursuant to the Policies and Procedures Manual and in training the JA Area President within six (6) months of hire pursuant to training standards established by Junior Achievement USA; and in training or recruiting other employees as agreed upon by Junior Achievement USA and JA Area;

(k) assisting in resolving disputes and conflicts between JA Area and any other JA Area(s), in accordance with a process as Junior Achievement USA shall consider appropriate in the circumstances;

(l) periodically evaluating, measuring and providing a Certification, if appropriate, of JA Area;

(m) complying with all local, state, and federal laws;

(n) making available to employees of JA Area an elective benefits package under Junior Achievement USA's health, welfare and retirement plans;

(o) developing and promoting JA Programs throughout the United States, its territories and possessions; and

(p) developing and reasonably updating JA Programs, the JA Materials and other JA Properties.

5. **Responsibilities of JA Area.** JA Area will pursue, in accordance with this Agreement, implementation of the JA Programs within the Geographic Territory. In connection with the foregoing, JA Area will be responsible for:

(a) adhering to the terms of this Agreement, the Policies and Procedures Manual;

(b) operating the JA Area and all JA Programs in accordance with the Operational Standards;

(c) providing Junior Achievement USA with information as required by it for possible Certification of JA Area;

(d) registering as an independent, nonprofit, legal entity and maintaining bylaws appropriate to the organization approved by Junior Achievement USA, and remaining in good standing under the laws where it is organized;

(e) establishing, maintaining and training a volunteer board of directors of at least five (5) persons that will meet at least quarterly and will be responsible for the financial soundness, strategic direction, and oversight of the operation of JA Area, keeping minutes of all meetings of the board of directors and its committees, and on an annual basis and updated as changes occur, providing a list of its board members to Junior Achievement USA and a report of board development and training; provided, however, Junior Achievement USA may inform JA Area, at any time, that any individual board member is unacceptable to Junior Achievement USA, in which case JA Area will remove the board member from its board. Notwithstanding the foregoing, Junior Achievement USA will only identify a board member as being unacceptable if the individual's actions, either before or during the individual's term as a board member, in the sole and absolute discretion of Junior Achievement USA, could (i) damage the reputation and/or image of Junior Achievement USA, JA Worldwide or JA Area, (ii) constitute a breach of the individual's fiduciary duties as a board member, or (iii) create a conflict of interest with the individual's responsibilities as a board member;

(f) establishing multiple year goals giving consideration to JA Area's potential for expansion and securing the resources necessary to achieve those goals;

(g) hiring a full-time JA Area President:

(i) if JA Area has a Certification in place, by the JA Area board of directors providing Junior Achievement USA with a list of one or more candidates (without making an offer to any candidate) and copies of all qualification materials required by Junior Achievement USA for each candidate; if Junior Achievement USA determines in good faith that any candidate is not qualified to serve as JA Area President for JA Area and gives written notice to JA Area of such determination within five (5) days after its receipt of the candidate's qualification materials, such candidate will not be eligible to serve as JA Area President for JA Area, or

(ii) if a JA Area does not have a Certification, from a list of candidates developed by JA Area and preapproved by Junior Achievement

USA (which list may include candidate recommendations from Junior Achievement USA), such approval or disapproval to be given no later than five (5) days after submission to Junior Achievement USA of all required qualification materials for the proposed candidate(s).

The JA Area President shall administer JA Programs in accordance with this Agreement, the Policies and Procedures Manual, and Operational Standards. He/she shall be an employee of JA Area and responsible to JA Area's board of directors who will determine his or her salary and benefits, and evaluate his or her performance;

(h) paying to Junior Achievement USA and/or JA Worldwide all program and materials charges (based on JA Area's usage) and membership and license/access fees as required hereunder and as may be provided in the Policies and Procedures Manual;

(i) preparing and submitting to Junior Achievement USA, in accordance with the Policies and Procedures Manual, Operational Standards, and Junior Achievement USA's Certification requirements, such organizational reports, financial statements, and information as Junior Achievement USA may reasonably require and permitting an audit or review of JA Area's books, records, files, tax returns, programs, operations, and financial statements by Junior Achievement USA at any time deemed necessary by Junior Achievement USA for it to review and evaluate JA Area's operations and to ensure JA Area is complying with the terms of this Agreement, all JA Properties, and the Operational Standards, and, as necessary, to permit Junior Achievement USA to issue a Certification, if appropriate, of JA Area;

(j) providing any Brand/Product Developments developed by JA Area to Junior Achievement USA, as specified herein, and implementing new or modified JA Programs and JA Materials approved by Junior Achievement USA;

(k) promoting JA Programs and the JA Worldwide Brand, including goodwill, reputation and brand of Junior Achievement; JA Area acknowledges that consistency of image throughout the United States increases awareness and goodwill which benefits Junior Achievement USA, JA Worldwide and JA Area, and JA Area agrees to adhere to the image, message and standards determined by Junior Achievement USA and JA Worldwide and as may be published by Junior Achievement USA or JA Worldwide in a Corporate Identity Brand Standards manual from time-to-time;

(l) establishing and maintaining insurance coverage and benefit programs to protect its interests, the interests of Junior Achievement USA, and the

interests of JA Area's employees in compliance with the Policies and Procedures Manual and Operational Standards;

(m) using a nationwide information/data/management system made available by Junior Achievement USA, the cost of which shall be included in license fees charged to JA Area by Junior Achievement USA; adopting and utilizing organizationally approved technology platforms (including systems, software and hardware) as may be specified by Junior Achievement USA or JA Worldwide; and using such other technology as shall be specified in the Policies and Procedures Manual; and

(n) complying with all applicable local, state and federal laws.

6. **Entitlements of JA Area in Good Standing.** Provided JA Area is in compliance with the terms of this Agreement, the Policies and Procedures Manual, and Operational Standards, it shall be entitled to the following:

(a) using the corporate identification line, "A Junior Achievement USA Organization," "A JA Worldwide Organization," "A Junior Achievement Organization," "Junior Achievement of _____," or similar, and receiving recognition as a "Junior Achievement USA" or "JA Worldwide" organization or similar on communication pieces, the Junior Achievement USA and/or JA Worldwide website, and other marketing materials solely in connection with and in furtherance of the JA Programs and JA Materials;

(b) accessing and acquiring for its use JA Programs and JA Materials that are marketed by Junior Achievement USA as provided in the Policies and Procedures Manual, subject to the terms and conditions contained in Section 2 hereof;

(c) accessing Junior Achievement USA, JA Worldwide and Regional Operating Center sponsored competitions, activities, trainings, events and conferences;

(d) gaining eligibility for national and/or multi-national corporate grants that may pass through Junior Achievement USA and/or JA Worldwide;

(e) accessing exclusive Junior Achievement USA and JA Worldwide global information and resources, including best practices and success trends from within the network of JA Worldwide and its JA Affiliates.

7. **Independent Contractors.**

7.1. JA Area will have no authority to act as an agent of Junior Achievement USA or JA Worldwide or any other Junior Achievement USA or JA Affiliate. JA Area is an independent entity responsible for obligations and liabilities of JA Area and its business. Neither JA Area nor any of its employees will have any authority to bind Junior Achievement USA or JA Worldwide to any financial obligation. JA Area will bear all responsibility for the costs and expenses of operations, including the cost of defending claims or lawsuits arising out of conduct (or alleged conduct) of JA Area.

7.2. Junior Achievement USA will have no authority to act as an agent of JA Area. Junior Achievement USA is an independent entity responsible for obligations and liabilities of Junior Achievement USA and its business. Neither Junior Achievement USA nor any of its employees will have any authority to bind JA Area to any financial obligation. Junior Achievement USA will bear all responsibility for the costs and expenses of its operations, including the cost of defending claims or lawsuits arising out of conduct (or alleged conduct) of Junior Achievement USA.

8. **Term.** The term of this Agreement (“**Term**”) shall commence upon the Commencement Date and, unless earlier terminated in accordance with the terms hereof, continue for a period of **ten (10)** years. No later than one hundred eighty (180) days prior to expiration of the Term hereof (or any extension of it), Junior Achievement USA shall notify JA Area that it shall review JA Area and its operations for a current Certification, which notice and Certification process shall not be a waiver of any rights of Junior Achievement USA under this Agreement or otherwise. If there are any material deficiencies noted by Junior Achievement USA, it shall give JA Area written notice of them and a period of up to ninety (90) days to correct them to the reasonable satisfaction of Junior Achievement USA. If they are not corrected by JA Area, Junior Achievement USA may extend the corrective period, temporarily extend the Term of this Agreement to allow for appropriate corrective action, or give notice to JA Area that this Agreement will not be extended and will terminate at the expiration of the Term. If corrected, or if JA Area qualifies for Certification, upon issuance of the Certification, this Agreement shall be renewed for an additional period of ten (10) years unless either Party shall notify the other Party of its decision to terminate this Agreement in writing no less than ninety (90) days prior to the expiration date of this Agreement or unless otherwise terminated as provided herein.

9. **Breach of the Agreement by JA Area.** A breach of this Agreement by JA Area shall include, without limitation, the occurrence of any of the following events:

- (a) JA Area fails to comply with any of the material terms and conditions of this Agreement or the Policies and Procedures Manual;

(b) JA Area, its agents, board members, officers, or employees operate in a manner, or engage in activities, that are detrimental to the goodwill, reputation and brand of Junior Achievement USA, JA Worldwide or any other JA Areas or JA Affiliate or potentially expose Junior Achievement USA or JA Worldwide to civil or criminal liability;

(c) JA Area fails to operate the JA Programs or use the JA Worldwide Brand in a manner consistent with the minimum quality, procedures, or materials that are approved as part of the JA Programs and established by Junior Achievement USA for JA Areas;

(d) JA Area is unable to pay its debts, or a receiver is appointed by any court, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to JA Area and, in the case of an involuntary petition, it is not discharged within sixty (60) days;

(e) JA Area fails to pay any fees, costs, expenses or charges owing to Junior Achievement USA or JA Worldwide in accordance with this Agreement and the Policies and Procedures Manual;

(f) JA Area fails to satisfy, bond or stay in connection with an appeal, within thirty (30) days after entry against JA Area (or such additional time as may be ordered by any court having jurisdiction over the matter), (i) any judgment or judgments that total at least Fifty Thousand Dollars (\$50,000.00) or (ii) any federal, state or local tax lien in excess of Ten Thousand Dollars (\$10,000.00); or

(g) JA Area fails to pay undisputed invoices from its suppliers as and when due.

10. **Action Upon Breach by JA Area.**

10.1. **Procedures.** Upon the failure of JA Area to receive a periodic Certification as and when prescribed by Junior Achievement USA or, between Certifications, its failure at any time to operate in accordance with the Operational Standards (“**Failure to Perform**”), or upon any alleged breach or default of this Agreement, the following procedures may be taken:

10.1.1 Junior Achievement USA shall give notice in writing to JA Area of the alleged breach, default or Failure to Perform, with sufficient specificity that JA Area shall know the details. JA Area shall have thirty (30) days in which to cure the breach, default or Failure to Perform unless such matter cannot be reasonably remedied in that period of time, in which case JA Area shall have such additional time deemed appropriate by Junior Achievement USA to remedy the breach, default or Failure to Perform as is reasonably necessary, but not more than one hundred twenty (120) days from the date of the written notice from Junior Achievement

USA unless Junior Achievement USA allows additional time, in its sole discretion (“**Cure Period**”). During the Cure Period, Junior Achievement USA (i) shall consult with the JA Area President and chair of the board of directors of JA Area as considered appropriate by it, and (ii) may suspend:

- (a) any rights or entitlements of JA Area hereunder, including, but not limited to, any under Section 6;
- (b) eligibility for financial grants or other funding through Junior Achievement USA or JA Worldwide; and
- (c) any other entitlements or benefits provided by Junior Achievement USA and/or JA Worldwide, whether specified herein or in any other documents.

10.1.2 If JA Area remedies the alleged breach, default or Failure to Perform within the Cure Period to the reasonable satisfaction of Junior Achievement USA, no further action shall be taken and all of its rights and entitlements hereunder shall be restored.

10.1.3 If a Failure to Perform is not remedied pursuant to Section 10.1.1, Junior Achievement USA may refer the Failure to Perform (but not a breach or default) to a resolution committee, as arbiter, consisting of two (2) members of the board of directors of JA Area who are not staff, have not been staff, and are not married or related to staff of JA Area (“**JA Area Representatives**”), two (2) JA Area Presidents of JA Areas other than the JA Area, and two (2) members of the board of directors of Junior Achievement USA (“**Resolution Committee**”). The Resolution Committee members other than the JA Area Representatives shall be appointed by Junior Achievement USA on an annual basis to serve all JA Areas. If any member of the Resolution Committee has a conflict of interest in the matter referred to it, Junior Achievement USA shall replace that member with a temporary member from the same membership category as the conflicted member, to serve for this matter only.

(a) Within five (5) days after referral of a Failure to Perform to it, the JA Area Representatives shall be appointed to the Resolution Committee by the chair of the board of JA Area. Within thirty (30) days after referral of a Failure to Perform to it, the Resolution Committee shall meet to review all information related to the Failure to Perform as considered appropriate by it, and as provided by Junior Achievement USA and JA Area in their discretion. The Resolution Committee may hold one or more meetings in person or by other telephonic or electronic means at which Junior Achievement USA and JA Area may provide additional information and respond to inquiries as deemed appropriate by the Resolution Committee.

(b) After review of all such information and materials, the Resolution Committee shall, no later than forty-five (45) days after the initial referral of the Failure to Perform to it by Junior Achievement USA, issue its written findings

and decisions to Junior Achievement USA and the board chair of JA Area, which may include, but are not limited to, (i) adjustments to programmatic or other operations of JA Area, (ii) changes to the board of directors of JA Area or members or committees of it, (iii) requiring appropriate changes of management of JA Area by its board of directors, to include but not be limited to the JA Area President, or (iv) such other actions as may be deemed appropriate to correct the Failure to Perform. Any decisions of the Resolution Committee shall require the approval of the majority of the members of the Committee, which majority shall include the approval of at least one (1) of the members of the board of directors of Junior Achievement USA.

(c) The decisions, recommendations, procedures, or actions taken by the Resolution Committee shall be final and binding on Junior Achievement USA and JA Area, and neither party shall have any right to have the decisions, recommendations, procedures, or actions reviewed by any court in any jurisdiction, provided that Junior Achievement USA may maintain proceedings, in accordance with Section 10.1.4 in the event of a failure of JA Area to comply with the decisions of the Resolution Committee.

10.1.4 If JA Area fails to remedy the breach, default or Failure to Perform to the reasonable satisfaction of Junior Achievement USA or, if a Failure to Perform is referred to the Resolution Committee and JA Area fails to promptly implement the decisions made by it, then Junior Achievement USA after written notice to JA Area may take action deemed appropriate by it to include, but not be limited to, (a) suspension of some or all entitlements of JA Area hereunder, including, but not limited to, those in Section 6, (b) enforcement of the decisions of the Resolution Committee by a court as described in Section 15 by injunctive relief, specific performance, declaratory relief, or otherwise, (c) termination of this Agreement and revocation of all of JA Area's rights hereunder, and in and to any JA Properties in the Geographic Territory, (d) dissolution of JA Area, or (e) such other action as may be deemed reasonably necessary by Junior Achievement USA to protect the rights of Junior Achievement USA and JA Worldwide in and to the JA Properties in the Geographic Territory and under this Agreement. JA Area shall cooperate fully with Junior Achievement USA in implementing the proposed action, including such approvals and actions as may be appropriate by its board of directors.

10.2. The jurisdiction, procedures and actions of Junior Achievement USA hereunder are exclusive and in lieu of any other judicial or nonjudicial resolution under the laws of any state, and without waiver by Junior Achievement USA of any rights or remedies it may have in law or equity to enforce and protect its and JA Worldwide's rights under this Agreement and with respect to JA Properties. As provided in the USA Agreement (which provisions are incorporated herein) and/or the Bylaws of Junior Achievement USA, upon written notice to JA Area and Junior Achievement USA, JA Worldwide may enforce any or all the rights, remedies, terms and conditions of this Agreement.

11. **Breach of the Agreement by Junior Achievement USA.** The occurrence of any of the following events will constitute a breach of this Agreement by Junior Achievement USA:

(a) Junior Achievement USA fails to comply with any of the material terms and conditions of this Agreement;

(b) Junior Achievement USA, its agents, board members, officers, or employees operate in a manner, or engage in activities, which potentially expose JA Area to civil or criminal liability;

(c) Junior Achievement USA is unable to pay its debts, or a receiver is appointed by any court, or a voluntary or involuntary petition under any bankruptcy law is filed with respect to Junior Achievement USA and, in the case of an involuntary petition, it is not discharged within sixty (60) days;

(d) Junior Achievement USA fails to satisfy, bond or stay in connection with an appeal, within thirty (30) days after entry against Junior Achievement USA (or such additional time as may be ordered by any court having jurisdiction over the matter), (i) any judgment or judgments that total at least Fifty Thousand Dollars (\$50,000.00) or (ii) any federal, state or local tax lien in excess of Ten Thousand Dollars (\$10,000.00); or

(e) Junior Achievement USA fails to pay undisputed invoices from its suppliers as and when due.

12. **Action Upon Breach by Junior Achievement USA.** Upon a breach by Junior Achievement USA hereunder, the following procedures may be taken:

12.1. **Informal Review.** JA Area may attempt to resolve any such purported breach informally (“**JA Area Informal Review**”). During the JA Area Informal Review, a member of the staff of JA Worldwide appointed by the President of JA Worldwide will work directly with the President or other appropriate staff member of Junior Achievement USA, and with JA Area’s board chair and JA Area President for a period of up to ninety (90) days (“**Resolution Period**”) to resolve any matters JA Area believes are a breach by Junior Achievement USA of this Agreement. If Junior Achievement USA and JA Area are unable to resolve the matter during the Resolution Period in their sole discretion, JA Worldwide may extend the Resolution Period and provide such additional assistance to Junior Achievement USA and JA Area as it deems appropriate; if the Resolution Period is not so extended, either Party may request a formal review pursuant to Section 12.2. Utilization of the JA Area Informal Review process shall be a prerequisite to a formal review.

12.2. **Formal Review.** The formal review will be conducted by the board of directors of JA Worldwide or a committee thereof appointed by the chair of its board of directors, which shall have exclusive jurisdiction over such matters and in lieu of any other

judicial or nonjudicial resolution under the laws of any state (all of which are waived by Junior Achievement USA and JA Area). Junior Achievement USA and JA Area may present evidence at the formal review, which may be conducted electronically, telephonically or by a televised or teleconference mechanism and by any process, rules and procedures deemed appropriate by the JA Worldwide committee conducting the formal review. Any decision, procedure or action taken by the committee conducting the formal review will be final and binding on Junior Achievement USA and JA Area, and neither Party may have the decision, procedure or action reviewed by any court or any other entity.

12.3. **Right to Terminate.** JA Area shall have the right to terminate the Term upon completion of the procedure set forth in Section 12.2.

13. **Consequences of Termination.**

13.1. In the event of the termination of this Agreement as provided herein, or at the conclusion of its Term (if not extended as provided herein), JA Area agrees (a) to cease the use of (i) the JA Worldwide Brand, including without limitation, “Junior Achievement USA,” “Junior Achievement,” “JA Worldwide,” “JA” and any other name, service marks, trademark, brand and logo owned by Junior Achievement USA or JA Worldwide in any form whatsoever and on or in any and all materials, printed goods, property, or medium, including changing JA Area’s name, if necessary, and (ii) all other JA Programs and JA Materials; (b) to turn over any and all copyrighted educational materials or printed goods bearing the name “Junior Achievement,” “Junior Achievement USA,” “JA Worldwide,” or “JA” or other JA Worldwide Brand to a designee so determined by Junior Achievement USA; and (c) to not disclose, reveal, or publish all or any portion of the JA Programs, JA Materials or other JA Properties, provided that if the Term of this Agreement is terminated by JA Area due to a material breach by Junior Achievement USA of the terms and conditions of this Agreement, the foregoing shall not apply until the end of the school year in which the termination occurred.

13.2. Upon termination of this Agreement for any reason, any surplus funds or property remaining after all funds and property of JA Area have been applied to pay JA Area’s debts and obligations, shall be, with the consent of Junior Achievement USA and, with respect to any restricted gifts, consistent with donors’ written intentions, distributed to an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, which operates in the same Geographic Territory, for a public purpose in such area. In distributing any remaining assets, priority will be given to the re-establishment of a Junior Achievement organization in the Geographic Territory previously served by the JA Area.

13.3. JA Area agrees to give Junior Achievement USA no less than ninety (90) days written notice of its intent to dissolve, liquidate or cease all or substantially all of its operations. In the event of dissolution or liquidation of JA Area, or if JA Area gives notice to Junior Achievement USA or Junior Achievement USA otherwise receives notice or information that JA Area voluntarily or involuntarily intends to cease all or substantially all of its operations, this Agreement shall be considered terminated and all properties and privileges of JA Area

hereunder shall automatically be subject to Sections 13.1 and 13.2, and Junior Achievement USA shall have all rights provided therein. The license, rights, privileges and conditions under this Agreement are not transferable to a successor organization without the specific consent of Junior Achievement USA and without a new signed operating agreement.

14. **Scope and Modification of the Agreement.**

14.1. **Scope of Agreement.** This Agreement (including all documents referenced herein) constitutes the entire agreement between the Parties and supersedes all prior, oral or written, agreements or understandings of the Parties.

14.2. **Modification of Agreement.** This Agreement is subject to modification and amendment pursuant to the following terms and conditions:

14.2.1 **Amendments to Agreement.** This Agreement may be amended or modified from time-to-time upon approval by the board of directors of Junior Achievement USA, and by thereafter presenting the proposed amendments or modifications to the JA Areas at a meeting of JA Areas called upon at least sixty (60) days written notice to consider such changes. Any amendments shall be adopted if (a) thirty percent (30%) or more of the JA Areas are represented at the meeting (in person or by proxy), and (b) the changes are approved by (i) a vote of a majority of JA Areas present and (ii) a majority of votes cast by JA Areas present based on the gross revenues paid by each such JA Area to Junior Achievement USA with each JA Area having one (1) vote for every Ten Thousand Dollars (\$10,000.00) (or portion thereof) paid, which gross revenues shall include but not be limited to payments for license fees, per student fees, and materials and content purchases. The amended Agreement will be binding on the JA Area unless the JA Area provides Junior Achievement USA written notice of its refusal of the amendment within thirty (30) days following the adoption of the amendment, in which case, Junior Achievement USA may, in its sole discretion, terminate this Agreement by written notice to JA Area.

14.2.2 **Policy and Procedures Changes.** The board of directors of Junior Achievement USA may amend the policies and procedures in the Policies and Procedures Manual provided that:

(a) the proposed changes have been distributed to board chairs of all JA Areas and JA Area Presidents with an invitation to comment on the proposed changes at least thirty (30) days prior to the effective date of the change;

(b) the board of directors of Junior Achievement USA or a committee designated by the board reviews all comments received concerning the proposed changes;

(c) the final changes adopted by Junior Achievement USA are distributed to the JA Area Presidents of all JA Areas at least ten (10) days prior to the effective date of the change; and

(d) such amendments are consistent with the material terms of this Agreement.

15. **Governing Law.** The terms and provisions of this Agreement are to be interpreted in accordance with and governed by the laws of the State of Colorado. Any action involving the terms and provisions of this Agreement shall be filed and litigated in the District Court of El Paso County, Colorado, which shall have exclusive jurisdiction.

16. **Notices.** Any notice hereunder will be in writing and will be considered delivered at the time it is hand delivered, faxed, placed in the United States mail with postage prepaid, certified or registered, transmitted electronically, or given to an overnight delivery service addressed to JA Area or to Junior Achievement USA at the following addresses.

For Junior Achievement USA: President and CEO (unless otherwise provided in
the Policies and Procedures Manual)
One Education Way
Colorado Springs, CO 80906

For JA Area: Board Chair and JA Area President
Address on file with Junior Achievement USA

Either Party, by written notice, may change the address to which notices are to be sent.

17. **Intent.** The use of the JA Worldwide Brand, JA Materials and JA Programs in accordance with the terms and conditions of this Agreement, and compliance with the terms and conditions of this Agreement including compliance with the Policies and Procedures Manual and Operational Standards established by Junior Achievement USA for JA Areas or by JA Worldwide for its JA Affiliates, are inherent to this Agreement. This Agreement, the Policies and Procedures Manual, and Operational Standards, and uniformity of standards and operating quality under them, provide the basis for valuable goodwill to JA Area and Junior Achievement USA and acceptance of the mission and brand of Junior Achievement USA and JA Worldwide and their proprietary properties, including the JA Properties. The provisions of this Agreement will be interpreted to give effect to this intent of the Parties so that JA Area will operate in conformity with JA Programs, JA Materials, Policies and Procedures Manual, and Operational Standards, as they exist now and as they may hereafter be amended and modified.

18. **Assignment.** This Agreement and the rights hereunder may not be encumbered, assigned, sold, transferred or conveyed by JA Area.

19. **Severability and Waiver.**

19.1. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent, but only to the extent, of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless such a construction of such provision would be unreasonable.

19.2. No waiver by Junior Achievement USA or JA Area of any breach or a series of breaches of this Agreement will constitute a waiver of any subsequent breach or waiver of the terms of this Agreement.

20. **Interpretation.** The captions, subject, section, and paragraph headings and numbering in this Agreement are included for convenience and reference only and do not in any way codify, interpret, or construe the intent of the Parties or affect the construction or interpretation of any provision of this Agreement.

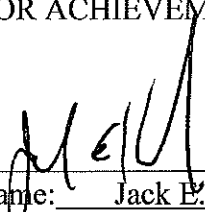
21. **Cost of Enforcement.** The prevailing party, in any matter commenced in accordance with this Agreement or in any other matter that relates to the terms of this Agreement, will be entitled to the payment of costs incurred and its reasonable attorney's fees from the nonprevailing party.

****** SIGNATURES APPEAR ON FOLLOWING PAGE(S) ******

IN WITNESS WHEREOF, the Parties have executed this agreement on the date first above written in the manner hereunder written:

JUNIOR ACHIEVEMENT USA:

Dated: 05/29/2015

By: 
Name: Jack E. Kosakowski
Title: President and CEO

Address:
One Education Way
Colorado Springs, Colorado 80906

JA AREA:

Junior Achievement of South Florida, Inc.:

Dated: _____

By: _____
Name: _____
Title: President or CEO

Dated: _____

By: _____
Name: _____
Title: Chairperson of the Board

Address:
1130 Coconut Creek Blvd.
Coconut Creek, FL 33066

EXHIBIT A

GEOGRAPHIC TERRITORY

Junior Achievement USA (“Junior Achievement USA”) has granted to **Junior Achievement of South Florida, Inc. (“JA Area”)**

Area #: **103801**

in accordance with the terms of the attached Operating Agreement, the right, license, and privilege to exclusively adopt and use the JA Programs and JA Properties in the following specific territory:

Broward, De Soto, Glades, and Okeechobee Counties, and Palm Beach County north to the southern boundary of Boyton Beach.

JA Area may petition in writing Junior Achievement USA to modify its Geographic Territory. Junior Achievement USA retains the right to accept or deny any petition of JA Area requesting modification of the Geographic Territory. Junior Achievement USA retains the right to, in its sole discretion, modify the Geographic Territory in accordance with the terms of this Operating Agreement.

EXHIBIT B
POLICIES AND PROCEDURES MANUAL

Junior Achievement USA®

2018-19 Operating Plan Overview

Strategic Leadership

- Initiate year one implementation of the 2018-21 JA USA Board of Directors' approved strategic plan.
- Launch execution of the JA USA Centennial plan in collaboration with global strategies.
- Reengineer JA business model to support organization's service needs.
- Build a scalable operating structure for replication of the JA Academy.
- Enhance industry sector representation and ethnic/gender diversity of JA USA Board of Directors.

Students/Programs/Volunteers

- Execute first year of the 2018-2021 plan to become a more strategic education partner by developing scalable, customizable, progressive learning experiences that create efficient and effective volunteer engagement, resulting in greater impact.
- Complete annual objectives of the revised program roadmap and education blueprint including:
 - JA Economics® and JA Career Success® (blended) production and initial release;
 - JA Excellence through Ethics design, production and initial release;
 - Required updates to blended and kit programs; continued enhancements of digital assets for K-5 programs.
- Update and maintain the learning technologies including the LMS and user management system, provide additional training, and support. Enhancements and updates to initial release of JA BizTown® platform.
- Continue JA Area evaluation support and complete scheduled evaluations associated with the revised program roadmap and blueprint: comprehensive impact studies on JA Our City®, JA More than Money®, JA BizTown®; formative assessment of JA Career Success®; launch impact study of JA Economics®; develop longitudinal evaluation tools; and other planned evaluation studies.
- Provide implementation standards for new programs developed from replicable mission focused R&D. Update R&D guidelines and support tools enabling ongoing innovation, collaboration, scalability, and evaluation of local programs.

Fundraising/Development

- Secure the restricted and unrestricted funding detailed in the 2018-19 JA USA budget.
- Complete the Share the American Dream Campaign; in partnership with JA Areas.
- Secure funding for JA Centennial events and communication projects.
- Support individual philanthropy strategy through leadership and development staff trainings.
- Refresh and re-launch the Free Enterprise Society and Heritage Society processes.

Marketing/Brand/Communications

- Focus on increasing awareness of JA among key stakeholders using "Customer Journey" approach supported by an integrated business-to-business marketing strategy.
- Begin development of Customer Experience (CX) strategy to help augment brand engagement.
- Enhance brand compliance measures through training, guidance and reinforcement.
- Continue developing audience-specific tools and resources to assist JA Areas.

Business Improvement

- Continue to enhance BCRM for JA Areas: Qgiv (P2P) fundraising tool integration, training on data mining and reporting, and upgrade to service pack 17.
- Explore identity management tools and identify a solution to simplify login/password management for JA Associates, educators, and volunteers.
- Support the implementation of new educational technologies: JA BizTown, JA More Than Money game, and JA Our City augmented reality app.

Talent & Organization Development

- Provide JA Associate training to support the 2018-21 JA USA Strategic Plan objectives including revising current training programs and developing new training as needed.

Junior Achievement USA

Operational Standards

To advance the JA mission and protect the JA brand, Junior Achievement USA has adopted Operational Standards that are comprised of two components. The Compliance Standards include required reporting to Junior Achievement USA. Performance Standards demonstrate the operational efficiency, financial stability and sustainability of a JA Area.

1. JA Area must submit to Junior Achievement USA the following Operational Standards - Compliance at the following specified times:

Within 15 Business Days of Approval

1. Board Meeting Minutes
2. Executive Committee Minutes

Within 60 Days of Occurrence

1. Financials

Annually

1. Board/Executive Committee Meeting Schedule – Due 8/15
2. Board List – Due 8/15
3. Budget – Due 8/15
4. Cash Flow Statements – Due 8/15
5. Student Goals – Due 8/15
6. Major Donors Survey – Due 08/15
7. IRS Form 990 or copy of extension – Due 11/15
8. Annual Audit – Due 12/15
9. Audit Management Letter and Area Response,(12/15 if applicable)
10. 3rd Party Student Participation Verification Audit Letter – Due 12/15
11. Talent Management Survey/Process – Due as requested annually
12. Incoming Board Chair information – Due 5/15
13. Student & Financial Year end projections – Due 5/15
14. Local R&D – Minimum of 15 days prior to start
15. Program Variance – Minimum of 15 days prior to start

As Updated

1. Articles of Incorporation
2. Bylaws
3. Employee Handbook
4. Program Registrations – Specific dates as published
5. Strategic Plan

2. Junior Achievement USA will evaluate JA Areas on the following Operational Standards – Performance:

- **Year to Year % Change in Student Numbers OR Student Contact Hours** – Year to year percent change in students (Above the standard – top 75% of all JA Areas; Below the standard – next 25% of all JA Areas) **or** year to year percent change in contact hours (Above the standard – top 75% of all JA Areas; Below the standard – next 25% of all JA Areas). If either measure (student numbers or student contact hours) is above the standard this entire category will be considered above standard.
- **Surplus** – Surplus using JA Summit calculation which eliminates depreciation, unrealized gain/loss/ restricted funds as factors. (Surplus is the standard and deficit is below the standard)
- **Cash on Hand** - Number of month's cash on hand at the beginning of a fiscal year. (Six months or better is the standard, below the standard is less than six months)
- **Debt Ratio** - Total debt ratio, which is total assets divided by total debt. (Standard is 4:1 and above, below the standard is less than 4:1)
- **Current Ratio** - Current debt ratio, which is current assets divided by current liabilities. (Standard is 2:1 and above, below the standard is less than 2:1)

Protocol to Address Chronic Underperformers

Each category will be assigned a standard and each JA Area will be measured against that standard. Three consecutive years of results which do not meet the standard will be considered below standard in that category. If a JA Area demonstrates below standard results in the majority of Operational Standards (3 out of a possible 5 categories), the JA Area will be evaluated to see if there are any unusual or extenuating circumstances. If none, the JA Area will be identified as an operation which has “failed to perform” and the local board will have the opportunity to work with Junior Achievement USA to resolve within a maximum of 120 days. Failure to resolve will move that JA Area to the jurisdiction of a Resolution Committee that will make a binding recommendation for improvement.

Changes to Operational Performance Standards

Changes to the five Operational Performance Standards can only be made if voted on and approved by JA Areas. The procedure for voting shall be as follows: Junior Achievement USA presents the proposed new Operational Performance Standards to the JA Areas at a meeting of the JA Areas with at least sixty (60) days written notice of such meeting. The proposed change in Operational Performance Standards shall be adopted if (a) thirty percent (30%) or more of the JA Areas are represented at the meeting (in person or by proxy), and (b) the changes are approved by (i) a vote of a majority of JA Areas present and (ii) a majority of votes cast by JA Areas present based on the gross revenues paid by each such JA Area to Junior Achievement USA with each JA Area having one (1) vote for every Ten Thousand Dollars (\$10,000.00) (or portion thereof) paid, which gross revenues shall include but not be limited to payments for license fees, per student fees, and materials and content purchases. If so adopted, the new Operational Standards will be binding on all JA Areas.



Junior Achievement USA®
One Education Way
Colorado Springs, CO 80906-4477
719 540 8000
www.ja.org

M E M O R A N D U M

April 2, 2018

TO: JA Area Presidents

FROM: Jack E. Kosakowski
President & CEO, Junior Achievement USA
Tel: (719) 540-6290 Fax: (719) 540-6172 E-mail: jkosakowski@ja.org

SUBJECT: 2018-19 Budgeting Information

To facilitate your 2018/19 budgeting process, we have once again consolidated the various Junior Achievement USA announcements regarding pricing for the year. This memo provides a narrative explanation of the various budget items and the considerations relative to the pricing of goods and services. For easy reference, the attached spreadsheet provides an overview of the pricing. Please contact me or the appropriate National staff person with any questions.

License Fees (Tim Armijo 719-540-6235 or tarmijo@ja.org)

Fees will be based on the most recently audited financial statements (16/17 fiscal year). The rate will be 9% on the first \$300,000 and 1.8% on revenue above \$300,000, billed in 10 equal installments, commencing in September.

Personnel-Related Costs

2018/ 2019 Benefits Plan Premiums (Leslie Pierce 972-437-5999 or lpierce@ja.org)

Premium Changes

The Trustees of the JA Health and Welfare Benefits Plan met to discuss premium rates for the 2018/2019 plan year. They considered several factors before making a decision, such as, the HR Committee recommendation, Health Care Reform, medical cost inflation projections, and medical claim trends.

The Trustees approved a 2.0% Medical/Prescription Drug (Rx)/Vision Plan premium increase and a 0% Dental Plan premium increase effective July 1, 2018.

The 2018 Segal Health Plan Cost Trend Survey projects in 2018 the medical premium costs to increase as much as 9.3% for some plans (with an average increase of 7.8% for plans similar to the JA USA Medical Plan) and Rx coverage to increase by an average of 10.3%. Dental coverage is projected to increase by 4.1% for 2018. The 2.0% increase in the JA Medical/Rx/Vision Plan premium is below the national average while still maintaining a level of fiscal sustainability that considers our increasing claims experience. The 0% increase in the JA Dental Plan premium is below the national average for the current year and acknowledges the efforts to absorb the trend in past years. These premiums also reflect the increased cost of Health Reform Reinsurance Fees and increasing premiums for reinsurance costs for catastrophic losses related to higher claims from extended coverage for serious illnesses.

JA USA is able to keep the Benefit Plan increases below the national average for several reasons:

- cost savings realized with the recent transition to United Health Care;
- increasingly efficient utilization of plan benefits by plan participants; and
- improving consumerism and awareness of consumer options by plan participants.

Additional Insured Products

Other benefits available to JA Areas through JA USA include group term life, long-term disability, and voluntary term life insurance (VTL). Like most VTL policies, JA Associates are able to secure additional term life insurance for a spouse, and/or dependent children. The rate for the employer-paid group life insurance benefit, the employee paid VTL insurance coverage, and the employee paid long-term disability insurance rates remain at the same rate for the 2018 calendar year.

The rates for 2018/19 are listed below:

	<u>2018/19</u>	<u>2017/18</u>
Group Term Life (employer paid)	\$0.105 (per \$1,000)	\$0.105 (per \$1,000)
Long Term Disability (employee paid)	\$0.36 (per \$100)	\$0.36 (per 100)
Voluntary Life (employee paid)	Rates vary based on insured persons	

2018-19 Pension Plan Contribution Rate (Tim Armijo 719-540-6235 or tarmijo@ja.org)

The staff-level Pension Management Committee (PMC) has determined that the pension plan contribution rate for FY 2018-19 will remain the same at 16.75% of pay for JA Areas continuing to accrue benefits and 13.25% of pay for JA Areas that have frozen future benefit accruals. The Board Pension & Benefits Committee will meet in April to review investment returns, the actuarial valuation, future forecasts, etc., as well as the contribution rates recommended by the staff level PMC. We anticipate that they will concur with the decision on contribution rates but if there is a change you will be notified at that time.

The actuarial funded level of the plan increased to 112.96% from 105.41% last year, using the Federal Target Attainment Percentage (FTAP). Using the 24-month bond average the funding level is at 95.51% for this year. The market value of assets increased from \$55M on 1/1/17 to \$63M on 1/1/18. The actuarial value of assets went up about \$4.8M this year due to the smoothing of market gains and losses over a longer period.

Since the ultimate goal is to fully fund and terminate the plan by the end of this decade the PMC believes (*and we believe the JA USA Board will agree*), that the best course of action is to maintain contribution rates at their current levels, which are above the minimum required, to get us to the termination point as quickly as possible. This aligns with the message that has been consistently shared in the Pension Updates sent last spring. The next Pension Update will be sent in late April or early May, following review by the JA USA Board Pension & Benefits Committee.

The PMC concluded that providing JA Areas with a choice to continue or freeze benefit accruals, rather than forcing a freeze on every JA Area was the best solution. JA Areas are in the best position to balance the budgetary impact to their operation against the other potential consequences of a plan freeze (employee retention, attraction, etc.).

The staff level PMC and the Board Pension & Benefits Committee regularly review the plan’s status, the fluid legal and regulatory environment in which the plan operates, and plan alternatives (full plan freeze, soft freeze, further benefit reductions, etc.). Forecasts continue to indicate that the current contribution rates could fully fund and allow plan termination by the end of the decade, depending on actual plan experience.

Participating JA Areas are reminded to budget for any employee(s) who will become members of the pension plan during FY 2018-19. Enrollment occurs automatically on the first day of the month coinciding with or following one year of service in which 1,000 hours or more were worked. The monthly contribution amount for newly enrolled pension plan members is the current rate (16.75%) times the new member’s annual base pay divided by 12. Thereafter, the contribution amount is based on the prior year’s total taxable compensation, based on W-2s.

JA Areas that have elected to freeze future benefit accruals are reminded that the contribution rate of 13.25% is applied to the pay basis established when ‘frozen’ and that basis doesn’t change going forward.

Insurance Expense (Tim Armijo 719-540-6235 or tarmijo@ja.org)

The 2018-19 annual premiums for Program Insurance will remain at **\$.29 per student**, based on participating JA Areas' 2016-17 total student count. The JA Finance Group will invoice JA Areas for program insurance premiums on a quarterly basis. For budget purposes, calculate the quarterly premium by multiplying the 2016-17 final student count by \$.29, then divide by four.

JA's **Program Insurance** is comprised of five basic coverage areas:

- 1) General and Umbrella Liability
- 2) JA Participant Accident Insurance
- 3) Hired/Non-Owned Automobile Liability Insurance
- 4) Directors & Officers Liability
- 5) Crime

Please note that Workers' Compensation is not included in the JA Program Insurance coverage. This insurance is required by a JA Area's specific state law. Property and Owned Automobile liability insurance is the option of the JA Area to carry and must be obtained locally. More information on the coverage specifics may be found in section 2.14 of the JA USA Policies & Procedures and in the Finance Section on the JA Intranet.

Program Materials (Tim Armijo 719-540-6235 or tarmijo@ja.org)

Cost increases for fulfillment and items purchased overseas have increased in the current fiscal year with slight increases projected for freight. A price increase of approximately 3% for the 2018-19 fiscal year can be seen on the attached spreadsheet. (*See attached spreadsheet for details.*)

JA Capstone Program Fees (Sharon Lents 317-997-3255, or sharon.lents@ja.org)

JA Areas who are granted a license to initiate a site-based or mobile JA Capstone Program (e.g., JA BizTown®, JA Finance Park®) during the 2018-19 program year will be charged a \$10,000 license fee for licensed curriculum / materials and to support initial travel, training and support provided by JA USA staff. JA Areas who are granted a license for the virtual implementation of JA Finance Park will be charged a \$5,000 License Fee.

Note: If a JA Area has paid the \$10,000 license fee in the past for a site-based or mobile capstone program, the license fee for JA Finance Park Virtual (JA FPV) will be waived. If a JA Area pays the \$5,000 fee for JA FPV and later implements a mobile or physical capstone site, they will be assessed an additional \$5,000 license fee to cover the additional support costs that are incurred with physical/mobile launches.

JA Capstone Summer Camp insurance coverage will remain at \$150 per week for up to 100 students. If more than 100 students are enrolled in any week, a second charge will apply for a total of \$300 per camp week. Invoicing will take place monthly for camps operating in June, July and August.

JA Capstone curriculum materials may be printed locally or ordered via the vendor-direct group process. Pricing for JA Finance Park® materials will remain unchanged. JA BizTown teacher guides will remain unchanged, however student workbooks will increase \$.01 each and student checkbooks will increase \$.02 each (2% and 11% increases respectively). These increases are based upon quantity estimates provided by JA Capstone Areas. Note that specific JA BizTown teacher guide sections and an updated classroom kit poster will also be available as separate order items this year only, due to program redevelopment. Order forms will be distributed to JA Capstone Areas in April.

The annual per student intellectual content fee of \$1.50 (with no fee cap) will be invoiced in 10 equal installments, commencing in September. Fees will be based on audited student numbers from 2016-17. Please contact Sharon Lents, Vice President - Field Program Services, for other costs associated with JA Capstone operations.

Raisers Edge Maintenance Agreement (Susan Luu 719-540-6292 or susan.luu@ja.org)

JA USA offers a national Raiser's Edge Maintenance Agreement annually. The cost is \$200 per user license per year. You should purchase the number of concurrent user licenses that you need for your JA Area. The Maintenance Agreement provides RE software support and upgrades. You may change the number of user licenses that you purchase only at the time that you renew each year. All purchases are non-refundable. If you purchase the Maintenance Agreement, you will be invoiced by JA USA after July 1, 2018. Many of you have already notified JA USA of your interest to purchase, and the deadline to purchase is April 6, 2018. After this deadline, you may contact Blackbaud directly to purchase Raiser's Edge licenses for your JA Area, but at a higher cost per license than the current JA USA offering.

Leadership Development

2018 National Leadership Conference (NLC) (Tami Godsey 719-540-6285 or tgodsey@ja.org)

- Dates: July 16-19, 2018
- Location: Milwaukee, WI
- Registration fee: \$575 if registered before May 18, 2018 and \$675 thereafter
- Lodging: Hilton Milwaukee City Center Hotel - \$139 per night, plus tax single/double

In 2018 NLC will incorporate a new approach to the functional sessions. While you will still experience two general sessions and the lunches, awards dinner and recognition elements that are familiar, this year the other content of the conference is organized into five functional tracks:

- JA Area Presidents
- Development Officers
- Development and Special Events Associates
- Education and Capstone Officers
- Education and Capstone Associates

The design of content for each track has been developed with the assistance of advisory groups for each function. Each track incorporates strategic issues, guest speakers, operational topics, and best practices. The sessions within the tracks will be led by staff from Junior Achievement USA and associates from JA Areas who have specific functional expertise. The content for each track places a heavy emphasis on interactive sessions, discussion among participants and practical application. For some sessions, participants in more than one track may be combined based on the topic. A full description of the agenda is available in the JA University Catalog – see link below. The conference registration site and hotel room reservation block will open in mid-April.

2017-2018 JA University – Training Opportunities (Leslie Pierce 972-437-5999 or lpierce@ja.org)

Junior Achievement USA subsidizes 75% or more of the costs of every training opportunity. We will continue to offer the workshops that have been so effective in the past. We also will continue to expand the number of distance learning opportunities (webinars, virtual workshops and online programs) to JA associates at no cost to JA Areas. We have also provided dates for the popular virtual workshops *Monday Morning Leadership* and *Lead Where You Are* so associates can get those on their calendars. Other distance learning opportunities will be announced in the *JA 360* weekly email as they are scheduled or launched throughout the year.

The interest in the new Marketing Officers Conference planned for April 24-26, 2018 has indicated this may become an annual event. Final decisions will be made for a Spring Marketing Officers Conference following the 2018 session but please consider this in your planning.

The JA University Overview will assist you with dates, locations and fees to budget for professional development opportunities for you and your staff. We have also included information about the Regional Conferences hosted by JA Areas on this Overview. You may access the overview document on the JA Intranet at [2018-19 JA University Calendar Overview](#). The detailed JA University Catalog with more complete program descriptions and more details about NLC may be accessed on the JA Intranet at [2018-19 JA University Catalog](#).

Events

Regional Conferences Join us at a fall regional conference to network with your colleagues, learn about best practices, participate in training sessions, and discuss the issues and hot topics that are most relevant to JA staff and leaders. You will participate in sessions led by guest speakers, staff from JA USA and your JA Area colleagues. The agendas are planned by a committee of leaders from JA Areas within the region and will reflect the topics of interest to the audience. The agendas will be shared later this year. This is an opportunity to develop relationships with colleagues that will be a network of support throughout the year. It's affordable, fun and contributes to your continued success in JA. Make plans for you and your staff to attend a regional conference this fall!

Contact information for each conference is provided below:

Midwestern Regional Conference

- Dates: October 16 – 18, 2018
- Host: Jennifer Champion, Vice President – Development & Marketing, JA of Southeastern Michigan (jchampion@jamichigan.org)
- Location: Courtyard by Marriott Detroit Downtown, Detroit, MI
- Conference Fee: \$175
- Lodging: \$149 per night, plus taxes, single/double (does not include breakfast; \$22/night for parking)

Northeast Regional Conference

- Dates: September 25-27, 2018
- Host: Rob Eppes, President, JA of Delaware (rob.eppes@ja.org)
- Location: Bethany Beach Ocean Suites (Marriott), Bethany Beach, DE
- Conference Fee: \$177
- Lodging: \$164 per night, plus taxes, king or queen standard (includes breakfast and free parking)

Southern Regional Conference

- Dates: November 28-30, 2018
- Host: Drew Martin, President, JA of South Central Kentucky (drew@jaforkids.com)
- Location: Towne Place Inn and Suites, Franklin, TN (Nashville)
Meetings held at Columbia State Community College, Franklin, TN
- Conference Fee: \$100
- Lodging: \$149 per night, plus taxes, single/double (includes breakfast)

Presidents' Roundtable (Christine Landa 319-329-9099 clanda@jaeasterniowa.org)

While not a Junior Achievement USA offering, we are recommending that all JA Area Presidents budget to participate. Under the leadership of a field-elected Chair, this function is totally planned and implemented by JA Area Presidents. It is an excellent opportunity to network with peers, and re-energize through the tremendous esprit de corps that exists throughout our organization. The objectives of the gathering are to share best practices, identify and discuss issues facing the organization, and further professional development. The 2019 Centennial JA Presidents' Roundtable will be held in the greater Tampa, FL area at the **Sand Pearl Resort** during the week of **January 14-18, 2019**. More details will come under a separate cover in coming weeks.

\$425 – Conference Fee (*No change*)

\$150 – Presidents' Roundtable Membership (*No change*)

\$219 – Hotel Room Rate

Subscriptions

Online Fundraising Research Tools (Kris Ponciroli 262-432-3646 or kponciroli@ja.org)

Junior Achievement USA provides group discounts on three types of fundraising subscription tools to aid in online research of donors. These subscriptions are on a calendar year basis with renewal and payment due in mid-December each year.

- Hoovers: Due to limited demand, JA USA will no longer offer a group rate on Hoovers in 2019.
- [Foundation Center](#): The professional-level subscription includes access to 120,000 grant makers and over 1 million Form 990's. It allows users to search for potential grant makers that align with specific fields of interest, types of support or geographic focus. Registration for this option is now conducted directly on the Foundation Center website. JA USA has negotiated a 20% discount rate for the Professional Level subscription for \$1,200.
- [ResearchPoint](#): This subscription provides wealth screening, philanthropic giving and the highest-power analytics available on individuals. By importing your prospects into the tool, you'll be able to determine their total wealth, real estate and philanthropic giving to help determine the right gift ask for potential donors. The fee for the 2019 calendar year will be \$375 per subscription.
- NEW - [iWave](#): JA USA is working with iWave a service that provides access to research corporations, foundations and individuals. The negotiated rate is \$1,150 for 1 user and 500 screens. In use by JA USA for the past several years, testing on this product will be conducted in Spring 2018 by select JA Areas with a goal of making this a *one-stop shop* for all three research groups – companies, foundations and individuals.

Online Volunteer Recruitment Tool (Laura Goodman 270-846-2799 or laura.goodman@ja.org)

[VolunteerMatch](#) is an online community committed to connecting nonprofits and volunteers. Currently JA Areas have access to free, basic accounts where they can utilize basic recruiting tools and post volunteer opportunities to attract volunteer connections. JA Areas can upgrade to a premium account for \$9.95/month or \$99/annually. The premium account gives JA Areas access to additional, customized features to tailor communications, add a donation button, and share attachments with interested volunteers. Account comparisons can be found [here](#).

BoardEffect (Christy Kunz 563-659-8386 or ckunz@ja.org)

JA Areas can purchase a one year license for BoardEffect, a web-based board portal. Pricing is based on JA Area revenue (Line 12 of the most recent IRS Form 990), and total number of users.

- JA Area revenue >\$5 million: \$2,000/year, for 40 users
- JA Area revenue \$1-\$5 million: \$1,500/year, for 40 users
- JA Area revenue <\$1 million: \$1,000/year, for 40 users

Additional users can be added for \$500/year for each additional 20 users, up to a \$4,500 cap.

JA Areas must agree to purchase BoardEffect for one year and subsequent renewals will be on an annual basis. JA Areas will be billed for the 2018-19 fiscal year in July 2018. **Deadline to purchase is April 30, 2018.**



Junior Achievement USA® National Office Services

To access any of the services below, please contact your JA USA® Operations Representative

Howard Bartner	hbartner@ja.org	719-540-6282
Steve Schmidt	sschmidt@ja.org	414-577-3847
Jackie Dant	jdant@ja.org	502-955-1270
Christy Kunz	ckunz@ja.org	563-659-8386

Programs/Student Impact

- Continual product development to ensure ongoing relevance of programs, including the JA Learning Platform
- Correlate JA programs to all 50 state standards
- Educational outreach services, including program evaluations and correlations
- Program training and ongoing implementation support including Capstone
- JA Area program evaluation and Research & Development (R&D) support
- Program materials purchasing, quality control, and inventory
- Program (liability) insurance management
- Program technical product support
- Federal education legislation monitoring and response management
- Student competitions and conferences management and support

Volunteers

- Strategic alliance development and support for national and regional partnerships
- Volunteer training templates, resources, and support
- Analysis and profiles of volunteer sources for JA programs

Board

- Organizational vision setting
- Junior Achievement USA® board management
- National relationship leveraging
- Online board chair and new board member orientation
- Subscription for web-based board management app
- Board assessment tools and JA Area board development support

Governance

- JA Areas and National Office communication liaison
- JA Operating Agreement management (includes legal compliance, brand enforcement, fundraising, and territory dispute resolution, etc.)

Staff

- Organization-wide individual recognition
- Associate training and professional development (oversight, design and implementation of JA training programs & content i.e. leadership, professional, and functional training; most at 20-25% of the cost to JA USA®)
- JA Area consulting on design and delivery of local staff training, development, employee relations, and structure
- Performance management implementation and coaching
- Compensation planning, benchmarking, and guidelines (Equi-Comp)
- Executive staff transition management and succession planning
- JA Area fundraising, special events, and program implementation training and support
- Talent management implementation
- Employee Engagement surveying, interpretation, and strategy recommendations
- Predictive Index (PI) support, interpretation, and analysis for staff selection and performance management
- JA USA® staff conferences, other live and virtual learning events, student competitions, JA USA® Board meetings logistical planning, registration, and management
- Pension Plan, Health and Welfare Plans oversight, coordination, and administrative support
- COBRA oversight, coordination, and administrative support
- Workday Human Capital Management System design and implementation; attendant HR recordkeeping and reporting (service awards, staff rosters, headcount, turnover, FTE reports) oversight, coordination, and administrative support
- JA Area HR employee handbooks, HR policies and procedure consulting support

Funding

- JA Area resource generation strategy consultation, process design, and support
- Regional, national, and/or worldwide fundraising resource generation joint calls including strategy development, process design, and support
- Secure and coordinate regional and national grants in support of JA Area program and volunteer engagement
- Identify corporate, individual, and foundation prospect research tools and negotiate discounted rates for JA Area users
- Resource generation benchmarking and best practice sharing
- Federal legislation monitoring related to fundraising and charitable donations; also response management

Brand

- Brand development, planning, training, and support
- Marketing tool development
- Public relations development, management, and support
- Crisis communication strategy development and support
- Graphic design and support
- Web site design and hosting
- Photo and video resources
- Online social networking and email support
- JA Area PR support
- National outreach to Educator, Business, and Corporate Social Responsibility media
- Capitol Hill representation on relevant organizational policy issues

Operations

- Information sharing (“what works where” and benchmarking)
- JA Area support related to collaboration and consolidation
- Key Performance Area (KPA) on-site strategic planning support
- Operational Standards Performance and Compliance support; including legal compliance support
- Internal communication management and assistance
- State advocacy planning and policy consulting and support
- Accounting standards analysis/support including audit management and financial reporting
- IT Help Desk technical support for JA USA® supported services
- Consultation on IT needs and recommendations for JA Areas
- Blackbaud enterprise platform (BCRM) user licenses, application hosting, software upgrades, training services, and support
- IT standards recommendations on hardware and connectivity for JA Areas

Alumni

- Collection of JA alumni data; development of alumni impact study



BYLAWS

OF

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

As amended and restated on August 14, 2017

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**ARTICLE I
NAME, TERRITORY AND OFFICES**

Section 1.1 NAME. The name of the corporation (“Corporation”) is “Junior Achievement of South Florida, Inc.”

Section 1.2 TERRITORY. The geographic territory assigned to the Corporation by Junior Achievement USA, a nonprofit corporation organized and existing under the laws of the State of Colorado (“JA USA”), shall include all territory described in the US Area Operating Agreement, a contractual agreement between this corporation and JA USA (“Operating Agreement”) and the Policies and Procedures Manual attached to and incorporated in it (“Policies and Procedures Manual”). The territory described in the Operating Agreement may be amended from time to time as provided in the Operating Agreement and Policies and Procedures Manual.

Section 1.3 BUSINESS OFFICES. The principal office of the Corporation shall be located within the territory assigned to it by JA USA. The Corporation may establish other offices as the board of directors may designate or as the affairs of the Corporation may require from time to time.

**ARTICLE II
AUTHORITY**

Junior Achievement is international in scope, and the success of its worldwide efforts depends upon the adoption by local groups of uniform standard programs in keeping with policies, methods and results worthy of the Junior Achievement name. The Corporation is formed pursuant to authority evidenced by, and subject to, the Operating Agreement and the Policies and Procedures Manual.

The Corporation will share and cooperate with JA USA in the development, promotion, supervision and administration of the JA Programs and JA Materials as described in the Operating Agreement, maintaining the high standards of the JA Programs and JA Materials and making the JA Programs and JA Materials available to as many young people as possible. It will perform local functions in accordance with the Articles of Incorporation of the Corporation and these Bylaws, and to the extent required, participate in other activities of JA USA in the territory assigned to the Corporation, all in accordance with the Articles of Incorporation and Bylaws of JA USA and the Operating Agreement and Policies and Procedures Manual.

**ARTICLE III
MEMBERS**

The Corporation shall have no members.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 4.1 GENERAL POWERS. The business and affairs of the Corporation shall be governed, managed and directed by, and the control and disposal of the Corporation’s

properties and funds shall be vested in, its board of directors, except as otherwise provided in the Florida Not For Profit Corporation Act, the Corporation's Articles of Incorporation or these Bylaws.

Section 4.2 NUMBER, ELECTION, TENURE AND QUALIFICATIONS. The number of directors shall be set from time to time by resolution of the directors, provided that there shall be no fewer than twenty (20) directors. Each director shall serve for a term of one (1) year, commencing on the 1st day of July next succeeding the date of the meeting of directors at which the director is elected or re-elected, and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. There is no limit on the number of terms a director may serve. Each director must attend a minimum of four (4) board meetings per year, and if a director fails to meet this minimum, his or her office will become vacant for the remainder of the term; provided, however, that at the discretion of the board chair, imposition of this rule may be waived due to extenuating circumstances.

Section 4.3 NOMINATION OF DIRECTORS. Recommendations for director nominees may be submitted to the Governance Committee at any point during the fiscal year for review. The Governance Committee shall, after giving due consideration to all such recommendations and other persons as it may wish to consider, present the nominees to the board of directors either at the next meeting or via ballot sent via email or other electronic means of transmission.

Section 4.4 VACANCIES. Any director may resign at any time by giving written notice to the board chair, president or the secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the board of directors for any reason may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

Section 4.5 REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held for the purpose of electing officers and for the transaction of such other business as may come before the meeting. There shall be no less than four (4) regular meetings, including the annual meeting, of the board of directors in each twelve- (12-) month period commencing July 1 in each year, and the board of directors shall provide by resolution the time and place for the holding of such additional regular meetings.

Section 4.6 SPECIAL MEETINGS. The president or board chair may call a special meeting of the board of directors whenever he or she deems it necessary, and shall call a special meeting whenever requested to do so in writing by three (3) or more directors. The board chair shall fix the place for holding any special meeting of the board of directors. Notice of each special meeting stating the place, day and hour of the meeting shall be given to each director at his or her last known business or home address at least five (5) days prior thereto by the mailing of written notice, or at least two (2) days prior to the date of the meeting by personal delivery of written notice or by telephonic or electronic notice (provided that the method of notice need not be the same to each director and that it shall not be necessary to assure that each director has received such notice). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage prepaid.

Section 4.7 WAIVER OF NOTICE. Any director may waive notice of any meeting before, at, or after such meeting. The attendance of a director at a meeting shall constitute a waiver of notice

of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 4.8 PRESUMPTION OF ASSENT. A director of the Corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting, or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to any director who voted in favor of the action to which he or she seeks to dissent.

Section 4.9 QUORUM AND VOTING. Thirty (30) percent of the directors shall constitute a quorum for the transaction of business at any meeting of the board of directors. Each director shall be entitled to one (1) vote, and the vote of a majority of the directors present in person at a meeting at which a quorum is present shall be the act of the board of directors unless a greater number is specifically required by these Bylaws, by the Corporation's Articles of Incorporation or by law. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present. No director may vote or act by proxy at any meeting of directors.

Section 4.10 COMPENSATION. Directors shall not receive compensation for their services as such, although the reasonable expenses of directors for attendance at board meetings may be paid or reimbursed by the Corporation. Directors shall not be disqualified to receive reasonable compensation for services rendered to or for the benefit of the Corporation in any other capacity.

Section 4.11 MEETINGS BY TELEPHONE OR OTHER MEANS. Members of the board of directors or any committee thereof may participate in a meeting of the board or committee by means of conference telephone or other communications equipment or technology, provided that all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 4.12 ACTION WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the directors or any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken or to be taken, is signed by thirty (30) percent of the directors or committee members entitled to vote upon such action at a meeting, or by their duly authorized attorney-in-fact. Such consent (which may be signed in counterparts) shall have the same force and effect as a unanimous vote of the directors or committee members.

Section 4.13 BOARD CHAIR. The board of directors shall elect, from among those who are, or are to be, directors of the Corporation as of the July 1 next succeeding the date of the most recent annual meeting of directors, a board chair who (a) shall, when present, preside at all regular and special meetings of the board of directors; (b) shall present at the annual meeting of the directors a report on the activities of the Corporation during the preceding year; (c) shall seek to have all orders and resolutions of the board of directors carried into effect; and (d) shall generally perform all other duties incident to the office, as may be required by these Bylaws or from time to time assigned to him or her by the board of directors.

4.13.1 Chair-Elect of the Board. If so determined by the board of directors, a chair-elect may be elected by the board of directors from among those who are, or are to be, directors of the Corporation as of the July 1 next succeeding the date of the most recent annual meeting of directors. The chair-elect shall assist the board chair, as requested, in the performance of his or her duties and shall have such other functions as these Bylaws may provide or as the board of directors may assign. In addition to the foregoing, the chair-elect shall possess the powers and perform the duties incumbent upon the board chair during his or her absence or disability.

ARTICLE V OFFICERS AND AGENTS

Section 5.1 NUMBER AND QUALIFICATIONS. The officers of the Corporation shall consist of the president, board chair, secretary, and treasurer, and such other officers, assistant officers and agents, as may be deemed necessary or desirable by the board of directors. One person may hold more than one office. No staff member shall serve as a director of the Corporation except the president, who shall be ex-officio a member of the board of directors, but with no power to make motions or to vote and who shall not be counted in determining a quorum.

Section 5.2 ELECTION AND TERM OF OFFICE. The officers of the Corporation shall be elected by the board of directors at its annual meeting, for a term commencing on the July 1 next succeeding the date of the annual meeting of directors. Each officer shall hold office for a term of one (1) year or two (2) years, as determined by the board of directors, and until his or her successor shall have been duly elected and shall have qualified, or until his or her earlier death, resignation or removal.

Section 5.3 COMPENSATION. The compensation of the president shall be as fixed from time to time by the board of directors. No officer shall be prevented from receiving a salary by reason of the fact that he or she is also a director of the Corporation. However, during any period in which the Corporation is a private foundation as described in section 509(a) of the Internal Revenue Code, no payment of compensation (or payment or reimbursement of expenses) shall be made in any manner so as to result in the imposition of any liability under section 4941 of the Internal Revenue Code.

Section 5.4 REMOVAL. Any officer or agent may be removed by the board of directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The election or appointment of an officer or agent shall not in itself create contract rights.

Section 5.5 VACANCIES. Any officer may resign at any time, subject to any rights or obligations under any existing contracts between the officer and the Corporation, by giving written notice to the board chair or the president. An officer's resignation shall take effect at the time specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office, however occurring, may be filled for the unexpired portion of the term by action of the board of directors.

Section 5.6 AUTHORITY AND DUTIES OF OFFICERS. The officers of the Corporation shall have the authority and shall exercise the powers and perform the duties specified below and as may be additionally specified by the president, the board of directors or these Bylaws, except that in any event each officer shall exercise such powers and perform such duties as may be required by law.

5.6.1 President. The board of directors shall elect a president, who as chief operating officer under its supervision and direction, shall carry on the general affairs of the Corporation. The president shall be a member of the staff of the Corporation and shall be an ex-officio member of the board of directors. It shall be his or her duty to approve the expenditure of the monies appropriated by the board of directors in accordance with the budget approved by the board of directors. The president shall make periodic reports to the board of directors concerning the programs of the Corporation. He or she shall comply with orders from the board of directors for the control of the employees and agents of the Corporation, and all such employees and agents shall report, and be responsible, to him or her. The president shall also perform such other duties as may be determined by the board of directors.

5.6.2 Vice President(s). The president shall have authority, with the advice and consent of the board chair to appoint one or more JA employees as vice presidents, who shall assist the president in carrying out the programs of the Corporation. In the event of the prolonged absence or disability of the president, the board chair shall appoint one vice president as acting president, and as such shall have all the authority and duties vested in the president.

5.6.3 Secretary. The board of directors shall elect a secretary who shall attend the meetings of the board directors and shall record upon the books and records of the Corporation the proceedings of the Corporation and of the board of directors at their respective meetings. He or she shall provide for notice to the directors of meetings in accordance with these Bylaws, shall be the custodian of the corporate records and seal (if any) and shall perform such other duties as may be required by these Bylaws or as may be assigned by the board of directors. Minutes of the meetings will be approved as promptly as practicable following meetings of the board of directors.

5.6.4 Assistant Secretary. If one shall be elected, the assistant secretary, in the absence of the secretary, shall have all the authority and duties vested in the secretary.

5.6.5 Treasurer. The board of directors shall elect a treasurer who has an understanding of financial accounting. He or she shall review disbursements on a monthly basis subject to such regulations as may be determined from time to time by the board of directors, and shall make reports of the finances of the Corporation monthly and annually and whenever requested by the board of directors or the Executive Committee. The treasurer shall also be Chairperson of the Finance Committee and shall work with the president and accounting staff to monitor financial information and activity. The treasurer will work with accounting staff to develop both financial policies and the annual budget and present it to the board of directors at the last meeting of the fiscal year. The treasurer may be called upon from time to time to assist with negotiations with banks and with respect to any benefit programs that are introduced. He or she shall perform such other duties as may be required by these Bylaws or as may be assigned by the board of directors.

5.6.6 Assistant Treasurer. If one shall be elected, the assistant treasurer, in the absence of the treasurer, shall have all the authority and duties vested in the treasurer.

Section 5.7 SURETY BONDS. The board of directors may require any officer or agent of the Corporation to execute to the Corporation a bond in such sums and with such sureties as shall be satisfactory to the board, conditioned upon the faithful performance of his or her duties and for the restoration to the Corporation of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE VI COMMITTEES OF THE BOARD

Section 6.1 DESIGNATION OF COMMITTEES. The board of directors may, in consultation with the president, by resolution adopted by a majority of the entire board, designate one or more standing or special committees as necessary to direct the business of the Corporation. Each such committee may exercise the authority granted to them by the board's enabling resolution, except that no such committee shall have the authority of the board of directors in reference to amending, altering or repealing these Bylaws; electing, appointing or removing any member of any such committee or any officer or director of the Corporation; amending the Articles of Incorporation of the Corporation; restating the Corporation's Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; amending, altering or repealing any resolution of the board of directors which by its terms provides that it shall not be amended, altered or repealed by such committee; or as otherwise prohibited by law. The designation and appointment of any such committee and the delegation of authority to any such committee shall not operate to relieve the board of directors or any director from any responsibility imposed by law. Rules governing procedures for meetings of any committee of the board shall be as established by the board of directors, or in the absence thereof, by the committee itself. Each such committee shall consist of two (2) or more directors and, if appointed by the board, such other persons who need not be members of the board of directors. Members of a committee shall serve until the next annual meeting of the board directors or until their successors are appointed.

Section 6.2 COMMITTEE CHAIR. The board chair shall appoint all committee chairs for the ensuing year within a reasonable time after the annual meeting of the board of directors. Committee chairs shall be members of the board of directors. If the board of directors charters a new committee by resolution at a meeting other than the annual meeting of the board of directors, the board chair shall appoint its chair at the time the committee is chartered or within a reasonable time after that board meeting.

Section 6.3 COMMITTEE MEETINGS. Meetings of the committees of the board of directors may be called by the respective chairs thereof or by any two (2) members of the committee. At all meetings of any committee, a majority of the members of the committee shall constitute a quorum for the transaction of business, and the act of a majority of the members of the committee present at any meeting thereof at which there is a quorum, shall be the act of the committee, except as may be otherwise specifically provided in these Bylaws.

Section 6.4 EXECUTIVE COMMITTEE. Each year, at its annual meeting, the board of directors shall elect from among those who are, or are to be, directors of the Corporation as of the July 1 next succeeding the date of the last annual meeting of directors, an executive committee consisting of at least five (5) directors. Each member of the executive committee shall serve for a term of one (1) year or two (2) years, as determined by the board of directors.

6.4.1 The executive committee so elected shall include the board chair, the chair-elect, the treasurer, the secretary, and the chairs of all chartered committees, as well as one or more other directors, as determined by the board of directors, which shall also fill any vacancies on the executive committee. The president shall serve as an ex-officio member of the executive committee.

6.4.2 During the intervals between meetings of the board of directors, the executive committee shall possess and may exercise all the powers and functions of the board of directors in the management and direction of the affairs of the Corporation in all cases in which specific direction shall not have been given by the board of directors. In addition, the executive committee shall possess and exercise such powers and responsibilities as may be delegated to it by resolution of the board of directors.

6.4.3 Any action of the executive committee shall be reported to the board of directors at its meeting next succeeding such action. Regular minutes of the proceedings of the executive committee shall be kept. A majority of the members of the executive committee in office at the time shall be necessary to constitute a quorum, and unless otherwise provided by these Bylaws or by law, the affirmative vote of a majority of the members of the committee present at a meeting shall be necessary for the taking of any action.

6.4.4 The executive committee shall fix and establish its own rules of procedure and shall meet as provided by such rules, and shall also meet at the call of its chair or of any other member of the committee. Anything in the rules of procedure of the executive committee to the contrary notwithstanding, all acts at any meeting of the executive committee, however called or held, shall be valid for all purposes if such meeting is held pursuant to a written waiver of notice and call signed by not less than three-fourths of the committee in office at the time and made a part of the minutes of such meeting.

Section 6.5 GOVERNANCE COMMITTEE. The board of directors shall designate, as provided in these Bylaws, a governance committee, which shall be responsible for proposing persons for election as directors. The governance committee shall also recommend persons for consideration as officers to be elected at the next annual meeting, or in the event of officer vacancies, between annual meetings of the board of directors.

Section 6.6 AUDIT COMMITTEE. The board of directors shall designate, as provided in these Bylaws, and within a reasonable time after the annual meeting of the board of directors, an Audit Committee, which shall be composed of no less than three (3) members of the board of directors, one of whom shall be the chair, and all of whom are, in the opinion of the board, free of any relationship that would interfere with the exercise of their independence from management and the Corporation. No staff member or employee of the Corporation shall serve on the Audit Committee. At least one (1) member of the Audit Committee shall have accounting or financial management expertise. The Audit Committee shall oversee the engagement of an independent auditor to provide audit services, review the annual reports and periodic audits of the auditor, communicate the findings to the board of directors, and work to resolve any issues with the auditor. The Audit Committee shall be responsible for determining that the auditing firm has the requisite skills and experience to carry out the auditing function for the Corporation and that its performance is carefully reviewed. The Audit Committee shall meet with the auditor, review the annual audit, and recommend its approval or modification to the board of directors. Any non-auditing services provided by the auditor shall be pre-approved by the Audit Committee. In addition, the Audit Committee shall be responsible for overseeing the Corporation's processes and procedures relating to financial reporting, internal and risk controls, and compliance. The Audit Committee shall meet no less than two (2) times a year (at least once prior to audit engagement and once post-engagement).

ARTICLE VII DIRECTORS EMERITUS

The executive committee may appoint from among former directors of the Corporation one or more directors emeritus, who shall be ex-officio a member of the board of directors, but with no power to make motions or to vote and who shall not be counted in determining a quorum.

ARTICLE VIII DISTRICT COMMITTEES

Section 8.1 DISTRICT COMMITTEES PERMITTED. Local groups, known as district committees, through which the various Junior Achievement Programs can be initiated and carried out, shall be established by the board of directors in cities and communities within the territory of the Corporation in accordance with the regulations prescribed by JA USA; however, any such district committee shall act under the authority of the Corporation, and its affairs shall be conducted in accordance with the regulations imposed by the board of directors.

Section 8.2 DISTRICT COMMITTEE CHAIRS AND OFFICERS. The board of directors may appoint or provide for the appointment of district committee chairs and such other officers as it deems appropriate, and shall determine or provide for the determination of the duties and functions of any such district committee chairs and officers.

ARTICLE IX INDEMNIFICATION

Section 9.1 INDEMNIFICATION PERMITTED.

9.1.1 The Corporation will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation), by reason of the fact that he or she is or was a director, officer, employee, fiduciary or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise, against liability incurred in connection with such proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or proceeding had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

9.1.2 The Corporation will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, fiduciary or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, fiduciary or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses and amounts paid in settlement (including attorney fees) not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and

reasonably incurred by him or her in connection with the defense or settlement of such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation; but no indemnification shall be made in respect of any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court deems proper.

Section 9.2 INDEMNIFICATION REQUIRED. To the extent a director, officer, employee, fiduciary or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 of this Article, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney fees) actually and reasonably incurred by him or her in connection therewith.

Section 9.3 DETERMINATION OF PERMITTED INDEMNIFICATION. Any indemnification under Section 9.1 of this Article (unless ordered by a court), and as distinguished from Section 9.2 of this Article, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, fiduciary or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 9.1, above. Such determination shall be made by the board of directors of the Corporation by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or, if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

Section 9.4 ADVANCEMENT OF EXPENSES. Expenses (including attorney fees) incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized in section 9.2 and 9.3 of this Article upon receipt from the director, officer, employee, fiduciary or agent of a written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Section 9.1 above, and upon receipt of an undertaking by, or on behalf of, the director, officer, employee, fiduciary or agent to repay such amount unless it is ultimately determined that he or she is entitled to be indemnified by the Corporation as authorized in this Article.

Section 9.5 OTHER INDEMNIFICATION RIGHTS. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of directors of the Corporation or disinterested directors or otherwise, and any procedure provided for by any of the foregoing, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, fiduciary or agent and shall inure to the benefit of heirs, executors and administrators of such a person. In addition to indemnification rights granted under this Article, and not in lieu hereof, those indemnified hereunder shall be entitled to the same rights with respect to indemnification as are provided by statute under the Florida Not For Profit Corporation Act or other applicable law. Notwithstanding anything to the contrary in this Section, advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute: (a) a violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no

reasonable cause to believe his or her conduct was unlawful; (b) a transaction from which the director, officer, employee, or agent derived an improper personal benefit; (c) in the case of a director, a circumstance under which the liability provisions of 607.0834, Florida Statutes, are applicable; or (d) willful misconduct or a conscious disregard for the best interests of the Corporation in a proceeding by or in the right of the Corporation to procure a judgment in its favor.

Section 9.6 INDEMNIFICATION IN CRIMINAL ACTIONS. No indemnification shall be made in respect of any criminal action or proceeding as to which a person covered by Section 9.1 shall have been adjudged to be guilty unless and only to the extent that the court in which such action or proceeding was brought shall determine upon application that, despite the adjudication of guilt, but in view of all the circumstances of the case, such person is entitled to indemnification for such expenses or fines which such court shall deem proper.

Section 9.7 PERIOD OF INDEMNIFICATION. Any indemnification pursuant to this Article shall be applicable to acts or omissions which occurred prior to the adoption of this Article, and shall continue as to any indemnified party who has ceased to be a director, officer, employee, fiduciary or agent of the Corporation and shall inure to the benefit of the heirs and personal representatives of such indemnified party. The repeal or amendment of all or any portion of these Bylaws which would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions which occurred prior to such repeal or amendment.

Section 9.8 INSURANCE. By action of the board of directors, notwithstanding any interest of the directors in such action, the Corporation may, subject to Section 9.10 hereof, purchase and maintain insurance, in such amounts as the board may deem appropriate, on behalf of any person indemnified hereunder against any liability asserted against him or her and incurred by him or her in his or her capacity of or arising out of his or her status as an agent of the Corporation, whether or not the Corporation would have the power to indemnify him or her against such liability under applicable provisions of law. The Corporation may also purchase and maintain insurance, in such amounts as the board may deem appropriate, to insure the Corporation against any liability, including without limitation, any liability for the indemnifications provided in this Article.

Section 9.9 RIGHT TO IMPOSE CONDITIONS TO INDEMNIFICATION. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article or otherwise, such reasonable requirements and conditions as the board of directors may deem appropriate in each specific case, including but not limited to any one or more of the following: (a) that any counsel representing the person to be indemnified in connection with the defense or settlement of any action shall be counsel that is mutually agreeable to the person to be indemnified and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the person to be indemnified; (c) that any and all directors and officers liability insurance proceeds available be exhausted prior to the Corporation's expenditure of corporate funds for indemnification; and (d) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified person's right of recovery, and that the person to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

Section 9.10 LIMITATION ON INDEMNIFICATION. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with qualification of the Corporation as an organization exempt from federal income taxation under Section 501(a) of the Internal Revenue Code or would result in liability under Section 4941 of the Internal Revenue Code.

ARTICLE X CONFLICT OF INTEREST

Section 10.1 CONFLICT DEFINED. A conflict of interest arises when any “responsible person” or any “party related to a responsible person” has an “interest adverse to the Corporation.” A “responsible person” is any individual in a position to exercise substantial influence over the affairs of the Corporation, and specifically includes, without limitation, directors and officers of the Corporation. A “party related to a responsible person” includes his or her extended family (including spouse, ancestors, descendants and siblings, and their respective spouses and descendants), an estate or trust in which the responsible person or any member of his or her extended family has a beneficial interest or a fiduciary responsibility, or an entity in which the responsible person or any member of his or her extended family is a director, trustee or officer or has a financial interest.” An “interest adverse to the Corporation” includes any interest in any contract, transaction or other financial relationship with the Corporation, and any interest in an entity whose best interests may be impaired by the best interests of the Corporation, including without limitation an entity providing any goods or services to or receiving any goods or services from the Corporation, an entity in which the Corporation has any business or financial interest, and an entity providing goods or services or performing activities similar to the goods or services or activities of the Corporation.

Section 10.2 DISCLOSURE REQUIRED. Any possible conflict of interest shall be disclosed to the board of directors by the person concerned. When any conflict of interest is relevant to a matter requiring action by the board of directors, the interested person shall call it to the attention of the board of directors or its appropriate committee and such person shall not vote on the matter; provided however, that any director disclosing a possible conflict of interest may be counted in determining the presence of a quorum at a meeting of the board of directors or a committee thereof.

Section 10.3 ABSENCE FROM DISCUSSION. The person having the conflict shall retire from the room in which the board or its committee is meeting and shall not participate in the final deliberation or decision regarding the matter under consideration. However, that person shall provide the board or committee with any and all relevant information.

Section 10.4 MINUTES. The minutes of the meeting of the board or committee shall reflect that the conflict of interest was disclosed and that the interested person was not present during the final discussion or vote and did not vote. When there is doubt as to whether a conflict of interest exists, the matter shall be resolved by a vote of the board of directors or its committee, excluding the person concerning whose situation the doubt has arisen.

Section 10.5 ANNUAL REVIEW. A copy of this conflict of interest statement shall be furnished to each director, officer and staff member who is presently serving the Corporation, or who may hereafter become associated with the Corporation. This policy shall be reviewed annually for the information and guidance of directors, officers and staff members. Any new directors, officers or staff members shall be advised of this policy upon undertaking the duties of such office.

ARTICLE XI MISCELLANEOUS

Section 11.1 ACCOUNT BOOKS AND MINUTES. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board of directors and committees. All books and records of the Corporation may be inspected by any director or his or her accredited agent or attorney, for any proper purpose at any reasonable time.

Section 11.2 FISCAL YEAR AND AUDIT. The fiscal year of the Corporation shall be July 1 through June 30, inclusive. After the close of each fiscal year of the Corporation, financial transactions of the Corporation for the preceding fiscal year shall be audited by certified public accountants, as directed by the board of directors, and a report of the audit shall be made to the board of directors and to JA USA as provided in the Policies and Procedures Manual.

Section 11.3 CONVEYANCES AND ENCUMBRANCES. Property of the Corporation may be assigned, conveyed or encumbered by such officers of the Corporation as may be authorized to do so by the board of directors, and such authorized persons shall have power to execute and deliver any and all instruments of assignment, conveyance and encumbrance; however, the sale, exchange, lease or other disposition of all or substantially all of the property and assets of the Corporation shall be authorized only in the manner prescribed by the applicable law.

Section 11.4 DESIGNATED CONTRIBUTIONS. The Corporation may accept any designated contribution, grant, bequest or devise consistent with its general tax-exempt purposes, as set forth in the Corporation's Articles of Incorporation. As so limited, donor designated contributions will be accepted for special funds, purposes or uses, and such designation generally will be honored. However, the Corporation shall reserve all right, title and interests in and to, and control of, such contributions, as well as full discretion as to the ultimate expenditure or distribution thereof in connection with any special fund, purpose or use. Further, the Corporation shall retain sufficient control over all donated funds (including designated contributions) to assure that such funds will be used to carry out the Corporation's tax-exempt purposes.

Section 11.5 LOANS TO DIRECTORS AND OFFICERS PROHIBITED. No loans shall be made by the Corporation to any of its directors or officers. Any director or officer who assents to or participates in the making of any such loan shall be liable to the Corporation for the amount of such loan until it is repaid.

Section 11.6 NO PRIVATE INUREMENT. The Corporation is not organized for profit and is to be operated exclusively for the promotion of social welfare in accordance with the purposes stated in the Corporation's Articles of Incorporation. The net earnings of the Corporation shall be devoted exclusively to charitable and educational purposes and shall not inure to the benefit of any private individual. No director or person from whom the Corporation may receive any property or funds shall receive or shall be entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Corporation be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the board of directors; provided, however, that (a) reasonable compensation may be paid to any director while acting as an agent, contractor, or employee of the Corporation for services rendered in affecting one or more of the purposes of the Corporation; (b) any director may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Corporation; and (c) the Corporation may, by resolution of the board of directors, make distribution to persons from whom the Corporation

has received contributions previously made to support its activities to the extent such distributions represent no more than a return of all of a part of the contributor's contributions.

Section 11.7 REFERENCES TO INTERNAL REVENUE CODE. All references in these Bylaws to provisions of the Internal Revenue Code are to the provisions of the Internal Revenue Code of 1986, as amended, and shall include the corresponding provisions of any subsequent federal tax laws.

Section 11.8 SEVERABILITY. The invalidity of any provision of these Bylaws shall not affect the other provisions hereof, and in such event these Bylaws shall be construed in all respects as if such invalid provisions were omitted.

Section 11.9 AMENDMENTS. These Bylaws may be amended, repealed or modified, and new Bylaws adopted, by the affirmative majority vote of a majority of the members of the board of directors, and provided further, that such proposed amendment or amendments are approved by JA USA. Any notice of a meeting at which these Bylaws are to be amended, repealed or modified shall include notice of such proposed action. A copy of these Bylaws plus a copy of any amendments thereto shall be sent to JA USA.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/9/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (800)-332-9256 USI Insurance Services National, Inc. 90 South Cascade Ave, Ste 940 Colorado Springs, CO 80903	CONTACT NAME: Rita Nicholson PHONE (A/C, No, Ext): 720.543.8803 E-MAIL ADDRESS: rita.nicholson@usi.com	FAX (A/C, No): 855-669-8729
	INSURER(S) AFFORDING COVERAGE	
INSURED Junior Achievement USA One Education Way Colorado Springs, CO 80906	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B: National Fire and Marine Insurance Co	NAIC # 20079
	INSURER C: Tokio Marine Specialty Ins Co	NAIC # 23850
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 13353114**REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35788663	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 1,000 Comp <input checked="" type="checkbox"/> 1,000 Coll			74969872	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			42-UMC-100021-06	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Theft			82083158	07/01/2018	07/01/2019	\$1,000,000 \$10,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Junior Achievement of South Florida, Inc.
 1130 Coconut Creek
 Coconut Creek, FL 33066

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

Certificate of Insurance (Con't)

OTHER Coverage

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD SUBR	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	EXPIRATION DATE (MM/DD/YY)	LIMIT
A	Sexual Abuse/Molestation			35788663	07/01/2018	07/01/2019	\$1,000,000 \$10,000 Deductible
C	Non-Profit D&O & EPL Liability			PSD11499461	07/01/2018	07/01/2019	\$1,000,000 \$1,000 D&O Deductible \$5,000 EPL Deductible



Board of Directors Job Description

Board members of Junior Achievement of South Florida are high-ranking representatives of diverse industries/companies who participate in oversight of the organization, are passionate about JA's mission, and serve as Ambassadors, introducing business and community leaders to the organization and engaging them in its activities.

POSITION ROLE: To serve as a non-compensated, voting member of the Board of Directors for Junior Achievement of South Florida.

TERM: In accordance with the by-laws, members of the Board of Directors serve for one year renewable terms. There are no specific term limits.

TIME EXPECTATIONS:

- Attend six (6) regularly scheduled Board meetings. (Breakfast/Networking 7:30–8:00am; Meeting 8:00-9:15am)
- Participate on at least one board committee and one event committee. Attend committee meetings.
- Attend scheduled Board retreats, planning meetings, workshops, or other Board development activities.
- Volunteer in at least one JA program to connect to the mission. (Whenever possible, board members should also engage volunteers from his or her company.)
- Attend, support, and participate in Junior Achievement events and program activities.
- Attend a 60-minute JA orientation to learn about organization, programs and board mentor program.

OBLIGATIONS:

Management:

- Fully understand and support the vision and mission of Junior Achievement of South Florida.
- Participate in establishing policy in accordance with the by-laws.
- Participate in hiring and evaluating the President/CEO.
- Monitor the agency's financial performance.
- Participate in developing short and long-range goals.
- Serve as an ambassador and advocate of JASF in the community.
- Bring personal/professional expertise and that of others to support the mission of JASF.

Financial:

- Make a personal donation to JASF. Members are encouraged to give at the Investor Circle Member level of \$1,000. (Grants require 100% board personal giving.)
- Board members are expected to secure financial support of a minimum of \$5,000 in the form of: cash donations, event/program sponsorships, grant/foundation funding, corporate donations, storefront sponsorships, capital gifts, auction items (amt raised in auction), in-kind services needed by JA)

Junior Achievement of South Florida Board Member Recruitment and Election Process

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Step 1: Define Our Needs - Board Member Skills and Experience:

The Governance Committee should engage in an ongoing evaluation of Board composition and determine the Board's needs in terms of diversity as well as skills, experience, and other attributes.

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Step 2: Identify Potential Board Member Candidates:

The Committee will lead and manage the process of identifying potential Board members, giving consideration to the factors referred to in Step 1. The Committee will encourage other Board members and the CEO to identify candidates for Board service, including candidates that may fill any gaps in Board composition, and the CEO will maintain a list of potential candidates.

Step 3: Recommend Board Member Candidates:

The Committee will consider nominees identified as above, as well as other candidates that may come to the Committee's attention. Each candidate will be required to submit appropriate documentation, including an application, and to meet with CEO and one or more members of the Committee to discuss the duties of a Board member and requirements and expectations for Board service. Based upon this procedure, the Committee shall evaluate the candidate's experience, interest, availability and passion, and determine if the candidate can serve the long-term interests of the organization.

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Step 4: Reviewing/Voting Candidate Applications:

Following the completion of Step 3, the Committee will meet/vote in accordance with the bylaws, to determine whether to recommend candidates for election by the Board of Directors.

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Step 5: Board Approval

Following a recommendation by the Committee, candidates will be presented to the Board of Directors for election at the next scheduled meeting.

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Step 6: Orientation/Assign Mentor

New Board members will participate in a Board orientation program, including a tour of the facility, a review of Board policies, an organizational overview, and other matters deemed appropriate at the time. Once approved each new board member will be assigned a board member to mentor them in the first 12 months.(see mentoring program for more detail)



2018-2019 Board Committees

I. Standing Board Committees:

1. Executive Committee (Elected)

Goals:

- Drive strategic planning process
- Work with CEO to develop board committee structure that supports strategic goals
- Ensure board members have information, education and tools to be effective
- Serve as an advisory council to CEO
- Lead evaluation/compensation process of CEO
- Lead CEO succession plan

2. Finance Committee

Goals:

- Approve the annual budget
- Develop and review financial reports
- Present financial information to full board
- Ensure financial policies manual is updated and approved annually
- Advise on any loans, lines of credit, SWAP agreements, etc.

3. Audit Committee

Goals:

- Oversee the engagement of an independent auditor to provide audit services
- Review the annual and periodic reports of the auditor
- Recommend audit reports to the board of directors

4. Governance Committee

Goals:

- Promote board member engagement
- Evaluate board member performance
- Evaluate and recommend board composition
- Define board recruitment/nomination process
- Recommend board member on boarding process
- Implement and manage board mentoring program
- Review organizational bylaws annually

II. Adhoc Board Committees:

1. Programs Committee

Goals:

- Keep board members informed on trends in JA pillars
- Work with staff to determine strategic direction on programs
- Evaluate current programs and recommend updates or modifications
- Work with staff on implementing new programs
- Work with staff to find ways to overcome program challenges
- Participate in volunteer recruitment, retention and recognition strategies



2. Development Committee

Goals:

- Engage board in cultivation of new donors by encouraging introductions
- Create a plan of board and committee activities that promote meaningful, consistent and effective relationships with all stakeholders
- Assist in post event thank you's and communications
- Serve as ambassadors at organization's events

3. Marketing Committee

Goals:

- Assist staff in establishing organizational marketing, branding and communication plan
- Assist with securing pro-bono resources such as a marketing/PR firm
- Work with staff and board to identify speaking opportunities in community
- Assist in social media efforts and engage board in social media activities
- Provide input and feedback on new website
- Communicate messaging to board members on an ongoing basis
- Assist with analyzing marketing results

4. Innovative Initiatives Committee

Goals:

- Identify and recommend non-traditional revenue streams
- Develop a plan of action on approved recommendations
- Assist in implementation of plan of new innovative initiatives

Event Committees - (see Event Listing) – Board Members are encouraged to join an event committee in addition to their standing committee appointment.

Goals:

- Identify and invite committee members
- Raise an identified amount of funds
- Raise awareness of organization at event
- Engage board members in spreading the word about event, selling tickets and securing sponsorships



2018/19 Board Member Responsibilities

Board members of Junior Achievement of South Florida are high-ranking representatives of diverse industries/companies who participate in oversight of the organization, are passionate about JA’s mission, and serve as Ambassadors, introducing business and community leaders to the organization and engaging them in its activities.

I. Financial Commitment:

• **Give/Get:** Board members are expected to donate or secure financial support of a **minimum of \$5,000** in the form of:

- Cash donations
- Auction items donated (amt. raised in auction, not market value)
- Storefront Sponsorships
- Grant/Foundation Funding
- Event/Program Sponsorships
- Corporate Donations
- In-kind services/products required by JA

• **Personal Gift:** Board members are expected to make a personal gift to JA. We encourage members to give at the Investor Circle level - \$1,000.00 (payments can be spread out over the year) **Note:** 100% board personal giving is a grant requirement.

Gift Amount: _____ **Gift Date:** _____

Payment Method:

___ Check ___ Send Invoice ___ United Way Designation ___ Employee Match Program Available
___ Credit Card: Cardholder Name: _____ CC # _____ Exp. Date: _____

II. Time Commitment:

• **Board Meetings** - Board members are expected to attend **6** board meetings each fiscal year. (Breakfast/Networking 7:30–8:00am/Meeting 8:00-9:15am). **Please note: Attendance at first and last meetings of the year are required. No more than 2 meetings a year should be missed.**

• **Committees** - Board members are expected to serve on **at least one** board committees or chair/co-chair JA event:
___ Development ___ Finance ___ Governance ___ Programs ___ Innovative Initiative ___ Marketing
___ Event: _____. (see attached event schedule)

• **Board Retreats** - Board members are expected to attend all strategic planning/board retreats.

• **Volunteering** - Board members are expected to personally volunteer in **at least one** JA program:
___ In-Class ___ BizTown ___ Finance Park ___ JA Fellows ___ JA Career Bound
(Whenever possible, board members should also engage volunteers from his or her company.)

• **Events** - Board members are expected to attend JA fundraising events. In addition, it is encouraged that board members attend program events to support students.

• **Board Member Orientation** - New board members will attend a 45-minute JA orientation and will be assigned a mentor to help them acclimate to the board and business of JA.

III. Other Opportunities:

• **Branding/Biz Development** - Introducing JA to your COI can be an effective way to build your personal brand or develop business. Board members are encouraged to invite business prospects, clients, elected officials, friends and others to JA World or JA events to demonstrate your involvement and help spread the word.

• **Networking** - Board members are encouraged to attend board mixers or other board social events when scheduled.

• **Outreach** - Board members are encouraged to engage in stewardship activities with donors, elected officials, etc. (notes, emails, meetings).

Print Board Member Name

Board Member Signature

Date



CONFLICT OF INTEREST STATEMENT AND DECLARATION PROCEDURE

Junior Achievement USA and each JA Area (collectively, “Junior Achievement”) requires that all employees and JA Area Board members complete and annually update a Conflict of Interest Declaration as a method of disclosing and ethically resolving potential conflicts of interest (Policy 6.6 of the Junior Achievement USA Policies and Procedures Manual).

Possible conflict of interest situations may exist when an employee or JA Area Board member has an outside personal economic interest that has the potential of being at variance with the best interests of Junior Achievement. Even though such interests may result in no financial detriment to Junior Achievement, they may nevertheless influence or impair the exercise of independent judgment by the individual involved.

Without attempting to cover all possible relationships, conflicts of interest may arise under these types of situations with Junior Achievement vendors, competitors, donors, and customers:

1. Acting in the capacity of a director, officer, sole proprietor, partner, employee of or paid consultant or advisor to any vendor, competitor, donor, or customer.
2. Having a substantial financial interest in any firm that does business with Junior Achievement.
3. Engaging in any conduct that is competitive or damaging to Junior Achievement.
4. Accepting loans, advances, or excessive gifts or entertainment from any organization that does business with Junior Achievement.

Should any transaction or act of any employee or JA Area Board member constitute a possible conflict of interest, the individual is required to disclose all of the relevant facts for consideration to determine whether a conflict of interest actually exists, and if so, the manner in which it should be resolved.

All employees and JA Area Board members are required to complete and sign a Conflict of Interest Declaration upon assuming their JA responsibilities and annually thereafter, which shall be retained in local personnel files. Compliance questions for JA Area employees should be referred to JA Area Presidents. Compliance questions pertaining to JA Area Presidents should be referred to JA Area Board Chairs. Questions regarding compliance for Junior Achievement USA employees should be referred to the Junior Achievement USA Senior Vice President, Human Resources or his or her designee(s).

Compliance questions regarding JA Area Board Chairs and compliance questions that cannot be resolved at the JA Area level should be referred to the Junior Achievement USA Senior Vice President, Human Resources or his or her designee(s) for review.



2018-2019 Board Committees

1. Executive Committee

Goals:

- Drive strategic planning process
- Work with CEO to develop board committee structure that supports strategic goals
- Ensure board members have information, education and tools to be effective and engaged
- Serve as an advisory council to CEO
- Lead evaluation/compensation process of CEO

2. Finance Committee

Goals:

- Approve the annual budget
- Develop and review all financial reports
- Present financial information to full board
- Develop and implement an investment policy
- Advise on any loans, lines of credit, SWAP agreements, etc.

3. Audit Committee **FULL**

Goals:

- Oversee the engagement of an independent auditor to provide audit services
- Review the annual reports and periodic audits of the auditor
- Communicate the findings to the board of directors
- Work to resolve any issues with the auditor

4. Governance Committee

Goals:

- Promote board member engagement
- Evaluate board and member performance
- Evaluate board composition for gaps in skills and diversity
- Define board recruitment/nomination process
- Recommend board member on-boarding/orientation process
- Implement and manage board mentoring program
- Review organizational bylaws bi-annually



5. Programs Committee

Goals:

- Keep board members informed on trends in JA pillars
- Evaluate current programs and recommend updates or modifications
- Work with staff on implementing new programs
- Work with staff to analyze evaluation tools and impact measurements
- Work with staff to find ways to overcome program challenges
- Participate in volunteer recruitment, retention and recognition strategies

6. Development Committee

Goals:

- Create a plan of committee activities that promote meaningful, consistent and effective relationships with all stakeholders
- Participate and engage board members to participate in these activities
- Assist in post-event thank you's and communications
- Engage board in introducing contacts to organization

7. Marketing Committee

Goals:

- Assist staff in establishing organizational marketing, branding and communication plan
- Assist with securing pro-bono resources such as a marketing/PR firm
- Work with staff and board to identify speaking opportunities in community
- Assist in social media efforts and engage board in social media activities
- Provide input and feedback on new website
- Communicate messaging to board members on an ongoing basis
- Assist with analyzing marketing results

8. Innovative Initiatives Committee

Goals:

- Identify and recommend non-traditional revenue streams
- Develop a plan of action on approved recommendations
- Assist in implementation of plan of new innovative initiatives



9. Event Committees (see Event Listing)

Goals:

- Identify and invite committee members
- Raise an identified amount of funds
- Raise awareness of organization at event
- Engage board members in spreading the word about event, selling tickets and securing sponsorships

VOLUNTEER OPPORTUNITIES

Want vs. Need

How do you balance a checkbook?

Don't you wish someone had taught you that when you were growing up?

This someone could be -*YOU!*



JA BizTown and JA Finance Park at JA World Huizenga Center

Time Commitment: 1 Day – 5 Hours per Day (Training included)

Two “mini-city” experiential programs that significantly transform how every 5th and 8th grade student is taught to view the world of work, free enterprise, and his or her possibilities for success. Volunteers are needed to help guide students during their on-site simulation.

Contact Alexa Diaz at (954) 979-7114 or Alexa@jasouthflorida.org

JA In-Class Program

Time Commitment: 1 Hour per for 5-7 Days (Once a week)

Opportunities available at elementary, middle, and high schools to teach fun, hands-on lessons to students. All curriculum and training is provided and lessons vary depending on grade level, but may include topics such as personal finance and career exploration.

Contact Katrina Young at (954) 979-7104 or Katrina@jasouthflorida.org



JA Fellows Company Program

Time Commitment: 18 weeks throughout the school year (2 hour visits per week)

Entrepreneurship program for high school students where they work in teams to create, capitalize, and manage their own small business. Advised by trained volunteers, students gain insight into concepts such as entrepreneurship, market research, leadership, and financial management.

Contact Martha Rios at (954) 979-7103 or Martha@jasouthflorida.org

Public Speaking Opportunities

Time Commitment: 1 time (Varies)

Have a skill or experience that could enhance our students’ journey in today’s global economy? Become a guest speaker!

Contact Debbie Fairholm at (954)979-7107 or Debbie@jasouthflorida.org



Volunteer Program supported by:



Follow us!



JUNIOR ACHIEVEMENT USA® EMPOWERS YOUNG PEOPLE TO OWN THEIR ECONOMIC SUCCESS.

In partnerships with business and educators, Junior Achievement brings the real world to students, opening their minds to their potential and preparing them for the world of work.

Students participating in Junior Achievement practice the principles of financial management, along with developing the 21st century skills necessary to succeed in a global workforce. In addition to learning how to make and manage money, and how to become career and work ready, students are empowered to explore their potential to become successful entrepreneurs—even while they're in school.

External evaluations have found that overall, elementary school students who participated in a JA program began to think about how the lessons they learned during the activities will be important later in their life.

Middle school students have reported developing or improving on their entrepreneurial, leadership, and decision-making skills, while also increasing their understanding of money management, and how to explore careers and look for jobs.

Students in high school who have experienced JA have noted that what they learned in the classroom is important to their future success.

In general, research indicates that students engaged in JA are able to connect classroom lessons with real-life experiences. Students at all grade levels have reported that JA fosters a positive attitude and provides the knowledge and skills that will help them set personal goals and become successful.

JA Volunteers make school relevant and fun, which means students are more likely to become contributing, successful members of their communities. As volunteers share their real-world experiences and present JA materials, they help students bridge the gap between what they learn in school and what they can expect in the world of work. The majority of volunteers declare that JA programs make an impact on students' lives.

Educators invite Junior Achievement into their classrooms because JA volunteers and program materials offer educators an exciting learning environment that gives students a real-world perspective. JA program content supports curriculum standards to help students achieve educators' learning objectives. Overall, educators also found that JA programs have a positive impact on students.

Donors find JA to be relevant because it inspires students to succeed and prepares them to be work ready. There is no other organization on a national scale that can deliver the turnkey, easy-to-implement solutions that will ensure donors' future employees are ready for the workforce.

ABOUT JUNIOR ACHIEVEMENT USA® (JA®, JA USA®)

Junior Achievement is the world's largest organization dedicated to giving students from kindergarten through high school the knowledge and skills they need to own their economic success, plan for their future, and make smart academic and economic choices. JA programs are delivered by corporate and community volunteers and provide relevant, hands-on experiences in financial literacy, work readiness, and entrepreneurship. Founded in 1919, JA currently reaches more than 4.8 million students per year in 109 markets across the United States.

To find out how you can make a difference, visit
www.ja.org

or contact your local Junior Achievement office to learn more about becoming involved in JA programs.

K-12 PROGRAMS



ELEMENTARY SCHOOL



JA Our Selves®

Students are introduced to personal economics and the choices consumers make to meet their needs and wants. They learn about the role of money in society and gain practical information about earning, saving, and sharing money.



JA Our Families®

By focusing on the roles people play in their local economy, students learn the importance of work and entrepreneurship. They become aware of how families earn money to pay for their needs and wants.



JA Our Community®

Through hands-on activities, students see how citizens benefit from and contribute to a community's success. Various jobs and their required skills are identified to demonstrate how the work people do positively affects a community's economy.



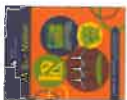
JA Our City®

City life comes into sharp context as students explore the importance of money and the different ways people pay for goods and services. Students consider the contributions that financial institutions make to a city and how they help businesses and people achieve their economic goals.



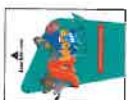
JA Our Region® REDEVELOPED

Students learn a practical approach to starting a business. They develop an understanding of entrepreneurship and how entrepreneurs use resources to produce goods and service in a region.



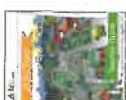
JA Our Nation®

Students gain practical information about the U.S. free market system and how it serves as an economic engine for businesses and careers. They learn that entrepreneurial and innovative thinking are required for high-growth, high-demand careers in a global economy.



JA More than Money®

What good is earning money if young people aren't taught how to save, spend, and share it? Students learn these essential financial skills and how entrepreneurial thinking and being money savvy can turn an idea into a successful business in their community. (Also after school.)



JA Capstone Experience-JA BizTown®

At JA BizTown, students operate banks, manage restaurants, write checks, use debit cards, and vote for a mayor. They connect the dots between what they learn in school and the real world.

MIDDLE SCHOOL



JA Economics for Success®

Building a life is a complex project, particularly for young people entering the world of work. This program shows students how to earn money, spend wisely within a budget, save and invest, use credit cautiously, and protect their personal finances.



JA Global Marketplace® Blended Model

Students experience the worldwide interdependence of producers, consumers, and the global workforce as they take on the role of business owners and managers. They analyze international business ethics and the culture, currency, and trade barriers of other countries.



JA Global Marketplace® Kit-Based

Like those sneakers? They're made in China with rubber from Brazil, cotton from India, color dye from Vietnam, and recycled plastic from Honduras. Such practical examples help students see how goods flow in the world economy and the effect globalization has on their lives.



JA It's My Future® Blended Model NEW

Students research potential careers, and learn how to plan for and keep a job. They develop personal-branding and job-hunting skills for earning a job.



JA It's My Future® Kit-Based

What does it take to be successful in today's working world? While still in middle school, students explore potential careers, discover ways to plan for and keep a job, and prepare their personal-brand maps to the future.



JA It's My Business!® Blended Model NEW

Students develop a business startup from its ideation, innovation, and market research through its design and prototyping. The authentic entrepreneurial experience builds towards a product-pitch competition.



JA It's My Business!® Kit-Based

Can anyone learn to be an entrepreneur? Yes. During this program, students discover the key characteristics of successful entrepreneurs: Believe in yourself, fill a need, know your customer and product, and be creative and innovative. (Also after school.)



JA Capstone Experience-JA Finance Park®

At JA Finance Park, students act as adults and make personal financial decisions in a realistic facility, mobile unit, or virtual community. They develop lifelong financial skills through in-class and simulated experiences.

HIGH SCHOOL



JA Be Entrepreneurial®

This program dispels entrepreneurship myths, provides tools to develop a business plan, and inspires students to take innovative action to successfully compete in the marketplace.



JA Career Success®

Equips students with the skills needed to compete for high-demand, high-growth careers in the world marketplace. Students focus on developing the 4Cs—critical thinking, communication, collaboration, and creativity.



JA Company Program® Blended Model

Entrepreneurial students launch an actual business with the help of educators and volunteers. The multi-dimensional experience infuses online learning, digital tools, contemporary teaching methodology, and startup trends.



JA Economics®

Students explore basic characteristics of the U.S. economic system and how economic principles influence business decisions. They examine careers, consumer issues, leadership skills, and practice data analysis, problem solving, and critical thinking.



JA Exploring Economics®

Hands-on activities foster lifelong skills and knowledge about how an economy works, including personal and world economics. Students examine international trade and the effects of inflation.



JA Job Shadow™

This classroom and site-based program prepares students to be entrepreneurial thinkers and encourages them to develop personal strategies to pursue lifelong learning and career opportunities.



JA Personal Finance® Kit-Based

Students plan their financial future in this individualized program that focuses on budgeting, saving and investing, using credit cautiously, and protecting personal finances.



JA Personal Finance® Blended Model

Students experience the interrelationship between financial decisions made now and future financial freedom and quality of life. They study management strategies, including career exploration, budgeting, saving, investing, credit use, and consumer protection.



JA Titan®

Students operate a Web company in which success depends on decisions about price, marketing, R&D, and business practices. Win or lose, they see how management decisions affect the bottom line.