

AN AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Through

FLEMING ISLAND HIGH SCHOOL
2233 Village Square Parkway
Orange Park, Florida 32003

And

VYSTAR CREDIT UNION
Post Office Box 45085
Jacksonville, Florida 32232-5085

RELATING TO THE
ACADEMY OF BUSINESS, FINANCE, AND TECHNOLOGY
AT FLEMING ISLAND HIGH SCHOOL

February, 2008

I. PARTICIPATING AGENCIES

The participating agencies in this agreement at the School Board of Clay County, Florida, Fleming Island High School, and VyStar Credit Union.

II. STATEMENT OF AGREEMENT

This is a mutual agreement between the School Board of Clay County, Florida (“Board”) through the administration of Fleming Island High School and VyStar Credit Union that VyStar Credit Union will (i) establish a learning laboratory branch at Fleming Island High School (“Branch”) that shall have the purpose of being a training facility where students can have realistic, practical experience in conducting activities appropriate for training in the financial services industry by conducting limited operations that are conducted in an ordinary credit union branch, and (ii) assist in the development of the Academy of Business, Finance, and Technology and accept finance students from Fleming Island High School for supervised learning experiences within the provisions set

forth in this agreement. The finance program is set forth by the Florida Department of Education.

III. GENERAL PROVISIONS OF THE AGREEMENT

1. Fleming Island High School, governed by the Board, with the participation on the terms provided herein of VyStar Credit Union of Jacksonville, Florida, will establish the “VyStar Academy of Business, Finance, and Technology” (the “Academy”). The Academy will provide a relevant and rigorous learning environment for students interested in the field of finance.

2. The education of the students and the exposure to selected careers in finance shall be the primary purpose of the training programs.

3. Fleming Island High School faculty shall have primary responsibility for the education, guidance and supervision of Academy students with the cooperation and assistance of VyStar Credit Union personnel in conducting training and providing experience in the operation of the Branch.

4. Fleming Island High School shall be responsible for establishing the Academy’s program and curriculum. Fleming Island High School’s faculty will be responsible for selecting experiences for the students from a list of selected careers in finance developed in collaboration with VyStar Credit Union.

5. Fleming Island High School shall comply with the established banking policies and practices of VyStar Credit Union in connection with the Branch, to the extent allowed by law governing the District and Fleming Island High School. Among other matters, VyStar’s practices and policies regulate the use of the VyStar Credit Union logo for marketing purposes. The “VyStar Credit Union” trademark and trade name shall remain the exclusive property of VyStar Credit Union, subject to the limited license to use the name “VyStar” as set forth herein.

6. The parties recognize that the standards of deportment and conduct for faculty and students in the VyStar Academy of Business, Finance, and Technology must be appropriate to the requirements of a professional education program and the federal, state and local laws applicable to public education in the School District of Clay County (“District”) and standards of conduct applicable to employees of VyStar Credit Union as well as compliance with federal, state and local regulations applicable to the conduct of a state chartered, federally insured credit union, to the extent credit union branch operations are involved. Students who participate in performing any tasks in the branch credit union operated at the Fleming Island High School shall be required to sign and abide by the same Code of Ethics applicable to VyStar Credit Union employees.

7. VyStar Credit Union employees shall not acquire any rights or benefits as School Board employees and shall be solely and exclusively compensated by VyStar Credit Union.

8. Fleming Island High School will select a limited number of students (subject to VyStar Credit Union's approval, but anticipated to be two to five) who will be interns and subsequently "student managers." The student managers will receive training from VyStar Credit Union, both at Fleming Island High School and off-site in actual VyStar Credit Union branches or other locations. When working or training off campus at a VyStar facility, such students will be paid a customary wage approved by VyStar for the hours worked. VyStar shall have the right to obtain background checks, drug testing, or similar screening on the same basis that it would for any VyStar employee, and shall have the right not to accept a student if the results of such screening are unsatisfactory. Such students may have the opportunity to obtain part-time employment by VyStar outside school hours if they desire to do so, subject to VyStar's needs. These student managers shall also serve as mentors to other students in the Academy program who are not student managers. The student managers shall function in the Branch assisting other students in learning to perform functions appropriate to the operation of a credit union branch. The students will conduct actual credit union transactions in the Branch, subject to review and approval at all times by VyStar and its employees. While participating in on-campus training, mentor-mentee activities and conducting operations in the on-campus Branch, both student managers and other students in the Academy are engaged wholly in educational activities of Fleming Island High School and shall not be entitled to wages. The training to be provided in the Academy and in the laboratory branch is career training for the benefit of the students. The students do not displace any VyStar employees, but they transact credit union functions strictly under the authority and control of VyStar employees. All parties to this agreement acknowledge, and all students of the Academy shall be advised, that participants in the Academy (including the student managers) are not necessarily entitled to a job (at VyStar Credit Union or elsewhere) at the conclusion of their training in the Academy. Except as otherwise specifically provided herein, students participating in the Academy shall not acquire any rights or benefits as VyStar Credit Union employees unless approved in writing by VyStar Credit Union. Notwithstanding anything else in their agreement to the contrary, VyStar shall be solely responsible for all banking and business operations at the Branch and shall hold the District harmless from any loss or liability therefrom.

9. So long as this agreement remains in force, if the Board desires or intends to create a similar program in one or more other schools in Clay County, it shall give VyStar Credit Union a first right of refusal to be the financial institution sponsoring and participating in any other such program. This provision shall not survive the discontinuance of this agreement.

10. **Confidentiality/Privacy Clause:**

If “nonpublic personal information” about consumers as defined in the National Credit Union Administration’s rules on Privacy of Consumer Financial Information (12 CFR Part 716)(referred to as the “Privacy Rules”) is disclosed by VyStar Credit Union to any of the other parties to this agreement, such parties agree strictly to safeguard the confidentiality of that information. The party to whom such nonpublic personal information is or may be disclosed agrees that it shall not sell or transfer such information and that it shall not use or disclose such information except as permitted by applicable laws and regulations. Without limiting the foregoing, each party to whom such nonpublic personal information is or may be disclosed agrees that it will not use the information except as necessary to carry out the purpose for which such information was disclosed, including use under an exception set out in Section 716.15 of the Privacy Rules in the ordinary course of business to carry out those purposes. All parties shall maintain the confidentiality of student information, including that specially protected by federal and state law released to and obtained by VyStar in the performance of its obligations hereunder.

11. The District and Fleming Island High School reserve the right to review and approve in advance VyStar’s use of the Fleming Island High School name and promotion of the Academy and VyStar Branch in any advertising, promotional and public relations materials, activities and programs, both on and off campus (“Promotional Activities”). VyStar shall submit in advance to the District and Fleming Island High School for their review and approval any proposed Promotional Activities (including proposed copy and graphics). If the District has objections to any such Promotional Activities, the parties shall attempt in good faith to resolve such differences and develop a mutually acceptable alternative.

IV. RESPONSIBILITIES OF FLEMING ISLAND HIGH SCHOOL

Fleming Island High School shall:

1. Maintain standards recommended by the Florida Department of Education and the School Board of Clay County, Florida.
2. Supply a classroom and office space to VyStar Credit Union with no obligation to pay rent that will be converted to and used as credit union branch office in which VyStar may locate all equipment and furnishings necessary to operate a branch and customary signage.
3. Supply textbooks, materials and supplies necessary to provide the best instruction.
4. Provide VyStar Credit Union with students who are qualified and prepared for internships.

5. Designate the name of the program as the “VyStar Academy of Business, Finance, and Technology at Fleming Island High School” for the length of this contract. The District and Fleming Island High School shall have the right to use the name “VyStar” and the VyStar logo in relation to the Academy and the Branch, solely for non-commercial, educational purposes consistent with the intent and purposes of this agreement. If VyStar objects to the way its name or logo is being used, VyStar shall communicate such objection to the District and Fleming Island High School, and the parties shall attempt in good faith to resolve it to their mutual satisfaction. Upon termination of this contract for any reason, Fleming Island High School and the School Board of Clay County, Florida, shall cease to use the name “VyStar” and “VyStar Credit Union” for any purpose. It shall immediately return to VyStar all material belonging to VyStar bearing the VyStar name and logo and shall remove or conceal the VyStar name and logo on any school property.

6. Provide appropriate staff, including a program specialist for career education, to assist in the development of the program and to work with VyStar Credit Union personnel.

7. Allow VyStar Credit Union personnel and their designated vendors access to the Branch to be operated at Fleming Island High School, with the approval and cooperation of Fleming Island High School.

8. Allow VyStar Credit Union to install alarms, lighting and/or other risk management equipment to protect, monitor and safeguard the assets and data maintained within the Branch office as it deems appropriate.

The Fleming Island High School staff, or designee, shall be responsible for the following:

a. Selecting appropriate students for enrollment in the finance classes.

b. Selecting students who are prepared for positions within the VyStar Credit Union Branch at Fleming Island High School.

c. Supervising students in their work-based learning experiences at the Branch to assure compliance with VyStar’s banking policies and practices.

d. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the programs. This instruction will be scheduled during the regular school day.

e. Maintaining individual records of classroom, work-based instruction, area practice and evaluation of student competency.

f. Providing all required utilities to the space such as electrical power, heating ventilation and air conditioning, data communication and television cable access to credit union branch location at the Fleming Island High School.

g. Security of building outside of credit union branch location and assuming full liability for building structure and maintenance.

V. RESPONSIBILITIES OF VYSTAR CREDIT UNION

1. To provide educational opportunities for the selected student managers in selected credit union operations and selected careers in finance. The selection of specific credit union operations and careers in finance referred to in this paragraph shall be subject to the approval of VyStar Credit Union.

2. To assist the Fleming Island High School staff or designee in providing information and education on credit union operations and facilities.

3. To establish the VyStar Branch location at the Fleming Island High School to serve Fleming Island High School (i) students, (ii) faculty and (iii) administrative staff. Written parental consent shall be required for any student to open an account at the Branch. The Branch shall not be open to any other VyStar customers or potential customers. The Branch may offer (i) checking, (ii) savings, (iii) certificates of deposit and (iv) pre-loaded debit cards and related services. It may accept loan payments, but shall not solicit, accept or process loan or credit card applications at the Branch. Additional products or services offered by the Branch can be offered with approval of the District, Fleming Island High School and VyStar jointly so long as these new products and services do not include loans or credit card applications.

4. To furnish, install and maintain at its expense the Branch office with furniture, fixtures, equipment and other items and supplies necessary to operate the credit union branch. This may include cash and other negotiable instruments. These furnished assets will be and shall remain the sole property of VyStar Credit Union, which will have full liability and the responsibility for safekeeping of these assets, and shall be entitled to remove the same at any time, including but not limited to the time of termination of this contract, provided it shall repair any damage caused by removal.

5. To educate the interns to become the student managers in VyStar philosophies and operations.

6. To provide the necessary support for the student managers to perform teller transactions, account openings and other approved transactions and operations authorized by VyStar Credit Union. These may include deposits, withdrawals, transfers, loan payments, check cashing, stop payments, opening of new accounts, pre-loaded debit card issuance and maintenance and opening of Certificates of Deposits.

7. To ensure the operations of the branch comply with all federal, state and VyStar Credit Union policies, procedures and regulations.

8. VyStar Credit Union reserves the sole right to determine and to limit the tasks which students may perform in the operation of the Branch and to determine and limit authorized access to VyStar Credit Union data, information and transactional account ability for each student, and to require that all tasks and all access be strictly in compliance with applicable laws and regulations and the approved procedures and Code of Ethics of VyStar Credit Union.

9. To comply with and pay for all background checks and drug testing for applicable employees from VyStar relating to the School Board of Clay County, Florida, rules of employment using the Human Resources Department of the School Board of Clay County, Florida.

10. VyStar shall maintain sole custody of all account, customer and other banking records pertaining to Branch operations.

VI. FLEMING ISLAND HIGH SCHOOL POLICIES

The Academy's educational program shall consist of regularly scheduled classroom instruction, laboratory practice and experience in selected learning experiences at VyStar Credit Union. The division and arrangement of time to include the theoretical and clinical learning experiences shall be determined by Fleming Island High School faculty and/or program manager, or designee, and shall be based on the needs of the students for specific learning experiences to meet the objectives of the program. If it is desirable for students to have experiences in hours other than those of the regular school day, this will be planned a part of the curriculum.

VII. REQUEST OF WITHDRAWAL OF STUDENT

VyStar Credit Union has the right to request Fleming Island High School withdraw any student from the Branch whose conduct is not, in the sole opinion of the management of VyStar Credit Union, accordance with acceptable standards of performance.

VyStar Credit Union, in coordination with the Fleming Island High School administration, may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program for continuation in the program.

If the student does not accept the decision, recourse is to appeal to the principal of Fleming Island High School for review of the decision. The decision of the principal is final.

VIII. DISCONTINUANCE OF AGREEMENT

If either party to this agreement wishes to terminate this agreement, it is understood that at least ninety (90) days' notice shall be given by either participating agency, providing that students currently enrolled in the programs shall be permitted to complete their training. Upon termination, VyStar Credit Union shall remove all of its property, including equipment, trade fixtures, furnishings and signage that it has installed in the Branch and restore the Branch to substantially the same condition it was in at the inception of this agreement. Fleming Island High School shall immediately cease to use the name "VyStar" or "VyStar Credit Union" or any VyStar logo or material bearing the VyStar name or logo in connection with the Academy or for any other purpose.

IX. MODIFICATION OF AGREEMENT

Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modification(s) shall be attached to this agreement and shall include the date and signature of parties agreeing to the modification(s).

X. TERM AND RENEWAL OF AGREEMENT

This agreement shall be in effect for the 2008-2009 Clay County School District calendar year beginning July 2008 and ending June 2009. This agreement shall be considered automatically renewed for the next school year, if not terminated by any party in writing according to Section VIII as of June 30 of the current calendar year. It may be discontinued under provisions of Section VIII, or reviewed and/or revised as needed through mutual agreement of VyStar Credit Union administration and Fleming Island High School administration and Clay County School Board administration.

XI. COPIES OF AGREEMENT

Copies of this agreement and any revisions shall be placed on file and available for the following:

1. The Administrator of VyStar Credit Union;
2. The School Board of Clay County, Florida;
3. The Principal of Fleming Island High School;
4. The Program Specialist for Career Education at Fleming Island High School; and
5. The Director for Career Education of the Clay County School District.

XII. LIMITATION OF LIABILITY

To the extent allowable by law, neither party hereto shall be liable to the other party for consequential, indirect, exemplary, punitive or special damages. The party's liability arising out of or in connection with this agreement shall be limited to out-of-pocket expenses and losses incurred as a direct result of the other party's breach of its

obligations under this agreement. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including delict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever.

XIII. DISPUTE RESOLUTION

1. Any dispute arising out of or relating to this agreement shall first be brought to the principal of Fleming Island High School, and if he/she is unable to resolve such dispute, then the matter shall be referred to the Senior VyStar Credit Union Administrator and the Assistant Superintendent for Curriculum and Learning, School Board of Clay County, Florida. If they are unable to agree, the dispute shall be finally settled under the Rules of the American Arbitration Association.

2. In the event of any litigation, arbitration, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder (whether or not suit be brought), the prevailing party (or substantially prevailing party) shall be entitled to recover all court costs, including those arising from an appeal. Each party shall be responsible for their own attorney fees.

XIV. ASSIGNMENT

The parties acknowledge this agreement has been entered in consideration of the parties' mutual confidence in each other and the parties are unwilling to proceed on the basis set out in this agreement with any person, save and except as expressly provided herein. Consequently, neither this agreement nor any of the respective rights or obligations of the parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained, sublet, or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party, which shall not be unreasonably withheld or unduly delayed.

XV. GOVERNING LAW AND VENUE

1. This agreement shall be governed by the laws of the State of Florida.

2. The venue of any proceeding brought by any party to enforce the terms of this agreement shall be in the court of appropriate jurisdiction of Clay County, Florida.

XVI. MISCELLANEOUS

1. Neither party shall acquire any proprietary or other rights in or to use the names, logos, symbols and other identifying marks of the other by virtue of this agreement, unless otherwise approved in writing prior to use. During the terms of this agreement, the rights of the School Board of Clay County, Florida, and Fleming Island High School to use the name "VyStar" shall be limited to the purposes and uses specifically set forth herein, unless otherwise agreed in writing by VyStar Credit Union. VyStar Credit Union

does not have any propriety or naming rights to the name of the “VyStar Academy of Business, Finance, and Technology” and shall not use the name in any marketing materials without the prior consent of the School Board of Clay County, Florida. As long as this agreement is in effect and VyStar Credit Union remains in good standing, at the sole discretion of the School Board of Clay County, Florida, the name of the Academy shall remain the same. Upon termination of this agreement, neither the School Board of Clay County, Florida, nor Fleming Island High School shall have any further rights to use the name “VyStar” or “VyStar Credit Union” for any purpose.

2. All sections and headings are used for convenience only and do not affect construction or interpretation of this agreement.

3. To the best knowledge and belief of the parties, this agreement contains no provision that is contrary to any federal/state law, ruling or regulation. However, if any provision of this agreement shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permitted by law. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

VYSTAR CREDIT UNION

By: _____
Printed Name: _____
Title: _____

Date: _____

FLEMING ISLAND HIGH SCHOOL

By: _____
Printed Name: _____
Title: _____

Date: _____

**THE SCHOOL BOARD OF CLAY COUNTY,
FLORIDA**

By: _____
Printed Name: _____
Title: _____

Date: _____

