

BOARD MEETING DATE: January 28, 2025

ITEM NO: VI-d

RECOMMEND THAT the District Board of Trustees approves the *Pilgrims Pride Better Futures* program Partnership Agreement.

THIS RECOMMENDATION allows the renewal of an arrangement between the College and Pilgrim's Pride Corporation to provide Pilgrim's Pride team members and their dependents the opportunity to pursue associate degrees and trade certificates at NFC tuition-free. Funding from the program is a last dollar award for tuition; grants and scholarships are applied to student balances prior to *Better Futures* funding. Books and class materials are not covered under this program. This partnership agreement represents a formal memorandum of understanding.

BETTER FUTURES PROGRAM PARTNERSHIP AGREEMENT

This Better Futures Program Partnership Agreement (the “Agreement”) is entered into January 1, 2025, (the “Effective Date”), by and between North Florida College, (“College”) and Pilgrim’s Pride Corporation (“Company”).

Recitals

WHEREAS, the Company desires to provide a reduced community college education to all of its team members and their dependents who meet specific criteria (the “Program”); and

WHEREAS, the College desires to provide said community college education in its specific geographic area(s) on a non-exclusive basis (the “Services”), subject to the pricing, terms and conditions set forth below (the “Partnership”).

NOW THEREFORE, the Parties agree as follows:

1. **Term and Termination.**

- A. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for one calendar year, unless this Agreement is earlier terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement at any time by giving the other party ninety (90) days’ written notice.
- B. **Effect of Termination.** Upon termination of the Agreement, all Qualifying Students (as defined below) already enrolled at the College through the Partnership shall be permitted to complete their semester of study with all the benefits provided pursuant to this Agreement. However, no additional Qualifying Students will be enrolled.

2. **Pricing and Billing.** Pricing and billing for the Services is set forth on **Exhibit A.**

3. **Services**

- A. **Joint Responsibilities.** The Company and College shall jointly work together in good faith to give effect to this Partnership starting in the spring semester, 2025. Working together in good faith includes, but is not limited to, development of an implementation strategy at the local level to maximize participation in the Program.
- B. **Company Representations.** The Company warrants that it shall be responsible for:

- a. Providing information to its team members regarding the Program, and will actively market the Program in applicable facilities;
- b. Provide College with a list of Qualifying Students. Ten (10) days prior to the start of any semester during the Term, the Company will provide the College with a list of Qualifying Students ("Qualifying Student List"). "Qualifying Students" are defined as team members in good standing who have been employed by the Company for the preceding six (6) month period or dependents of qualified team members (biological children, stepchildren, legally adopted children, children placed with the team member for adoption, children for whom the team member has been appointed legal guardian, foster children placed with the team member, financially dependent grandchildren who live with the team member) who are under the age of 26 at any time enrolled in the Program. In the event a team member ceases to be an employee of Company in the middle of a semester, the Qualifying Student(s) will be permitted to complete the semester in the Program, but will not be a Qualifying Student thereafter and shall be removed from the Qualifying Student List; and
- c. Promptly make payment for the Services in accordance with this Agreement.

C. **College Representations.** The College warrants that: a) the Services shall be performed in accordance with the terms and specifications of this Agreement and the Exhibit(s) attached hereto; and b) the College shall be responsible for:

- a. Developing and issuing marketing materials in all relevant languages regarding the Services;
- b. As requested by Company, conducting information sessions in all applicable languages regarding the Services, such sessions to be onsite at Company's local facility, at the college, and/or virtually as mutually agreed between Company and College;
- c. Providing regular notifications to Company personnel and potential students regarding application deadlines;
- d. Reviewing and managing all applications for admission consistent with the College's regular admissions practices, including, but not limited to, College FERPA and FAFSA forms;
- e. Providing Company with completed and enrolled course names, awarded grants related to student accounts, semester costs, including but not limited to tuition and fees, billed to the company, regarding all Qualifying Students;

- f. Directly billing the Company for tuition for all Qualifying Students as reflected on the Qualifying Student List; and
- g. Guaranteeing that all Qualifying Students are granted the benefits provided for by this Agreement and those set forth in the applicable Exhibits for the duration of this Agreement and thereafter as provided for by Section 1(A) of this Agreement.

5. Confidential Information. The parties understand and agree that information concerning any of the information set forth herein and in Exhibit A is confidential to each of them and shall, except as may otherwise be required by law, only be disclosed to third parties, in writing or orally, upon the specific prior written agreement of the parties. The recipient of confidential information may disclose confidential information in accordance with judicial or other government order provided recipient shall promptly notify the discloser of such order and allow discloser to seek to maintain the confidentiality of information by providing the information under seal, protective order, or equivalent.

6. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, without resort to conflict of law principles. The parties agree that any legal action by either party against the other relating to this Agreement or Exhibit as contained herein shall be commenced in a court of competent jurisdiction in the state of Colorado.

7. Notices. Notices and other communications under this Agreement shall be in writing and sent by certified mail, return receipt requested, addressed to the other party at its address as follows, provided that either party may change its address by written notice thereof.

College: North Florida College
Attn: Jennifer Page, VP
325 NW Turner Davis Drive
Madison, FL 32340

Company: Attn: Julia Janisko, Education Program Manager
JBS USA Food Company
1770 Promontory Circle
Greeley, CO 80634
Email: Julia.Janisko@jbssa.com

8. License.

- A. **In General**. The Company grants to the College a nonexclusive, non-transferable, non-sublicensable license to use certain "Company Trademarks" owned by the Company solely in connection with this

Agreement. "Company Trademarks" shall mean solely the Company trade names, marks and logos specified in Exhibit B hereto; provided, however, that the Company in its sole discretion from time to time, may change the appearance and/or style of the Company Trademarks or add or subtract from the list in Exhibit B, provided that, unless required earlier by a court order or to avoid potential infringement liability, College shall have 30 days' notice to implement any such changes. College hereby acknowledges and agrees that, (i) the Company has represented to College that the Company Trademarks are owned solely and exclusively by the Company, (ii) except as set forth herein, the College has no rights, title or interest in or to the Company Trademarks and (iii) all use of the Company Trademarks by the College shall inure to the benefit of the Company. College agrees not to apply for registration of the Company Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Company Trademarks pursuant to this license shall require the prior consent of the Company.

- B. **Ownership.** College acknowledges and agrees that the presentation and image of the Company Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Company Trademarks. Accordingly, College agrees to use the Company Trademarks solely in the manner that the Company shall specify from time to time in the Company's sole discretion. All usage by College of the Company Trademarks shall include the appropriate trademark symbol. No use of the Company Trademarks shall be permitted without the prior consent of the Company.

10. General.

- A. The parties acknowledge and agree that Company and College are independent contractors. Nothing contained herein shall be construed to place the parties in the relationship of partners, joint venturers, or principal and agent. College acknowledges and agrees that neither College nor its Personnel shall have any power to obligate or bind Company.
- B. The terms and conditions of this Agreement and its Exhibits will constitute the entire agreement between College and Company with respect to the subject matter of this Agreement and will supersede any previous and contemporaneous communications, proposals, agreements and representations, whether oral or written, between College and Company regarding such subject matter. Modifications to this Agreement or any Exhibit are invalid unless authorized in writing by both parties.
- C. Both parties represent that each have full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that

this Agreement constitutes the legal, valid and binding obligation of each entity.

- D. College shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the Equal Employment Opportunity Act and the Fair Labor Standards Act.
- E. Neither party shall publish any press release, make any other public announcement, communicate with any third party, or otherwise publish any statement(s) (each a "Disclosure") concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party. If any party wishes to make a Disclosure with respect to this Agreement or the contemplated transactions, such Party will provide the other with a draft of the Disclosure for review at least ten (10) business days prior to the time that such Disclosure is to be made. The parties will attempt in good faith to expeditiously reach agreement on such Disclosure and the contents thereof. All draft Disclosures requiring written consent by Company shall be sent solely to Nikki.Richardson@jbssa.com.
- F. DATA PRIVACY NOTICE - All information collected, access, disclosed, processed or transmitted by the Vendor is subject to its privacy policy located at <https://jbsfoodsgroup.com/privacy-policy>.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written above.

Pilgrim's Pride Corporation

By: _____
Name: _____
Title: _____

College

By: _____
Name: _____
Title: _____

EXHIBIT A

Pricing Arrangement

Qualified Students of the Company will receive a tuition rate of 101.80 per college credit hour and 87.00 per vocational credit hour for 2025.

Billing Arrangement

1. The Better Futures Program manager will provide the College with the Qualifying Students List ten (10) days prior to the start of any semester.
2. The College will directly bill the Company for tuition, based on the rate listed above, for all enrolled Qualifying Students on the Qualifying Students List not to exceed \$1,750 per Qualifying Student per semester, \$3,500 per Qualifying Student per year, and \$7,000 per Qualifying Student per enrollment with the Better Futures program.
3. In the event enrolled Qualifying Students drop credit hours within the applicable class drop deadline, College shall promptly notify and refund Company for such adjustment in credit hours.
4. Qualifying Students who do not meet in state or in county tuition requirements at the time of billing, will not be eligible for the Better Futures tuition assistance program and will not be billed to the Company by the College.

Payment Terms – Net 30 from the date of the invoice.

EXHIBIT B

