



Program Participation Contract

Virtual Enterprises International (VEI) is an in-school entrepreneurship program and global business simulation that draws on the European tradition of apprenticeships, transforming students into business professionals with an entrepreneurial mindset by bringing the workplace into the classroom. Students learn about business by doing business with coaching from school staff and industry professionals. Open to all students, VEI empowers and motivates participants to develop a range of academic, business, technology and professional skills that prepare them for success in post-secondary education, employment and the community.

Using a student-centered approach that emphasizes project-based collaborative learning, VEI replicates the functions and demands of real businesses in both structure and practice. With the guidance of a teacher-facilitator and a business partner, VEI students establish and manage a virtual company, conducting business with other "firms" domestically and internationally. Students are involved in all aspects of running the business, including human resources, accounting, product development, production, distribution, marketing, and sales. Guided by a task-based curriculum rather than a textbook, VEI students produce the key deliverables that are required in a real business.

The VEI approach emphasizes learning in four key areas:

1. Ownership: Students take responsibility for their own learning.
2. Experiential: Students' learning is authentic and realistic.
3. Cooperative: Students learn with and from others and understand the dynamics of working as part of a team.
4. Reflective: Students experience the consequences of their decisions and apply that learning to future challenges.

This CONTRACT sets forth the roles and responsibilities of Virtual Enterprises International ("VEI") to The School Board of Broward County, Florida, (the "SCHOOL DISTRICT") and the roles and responsibilities of the SCHOOL DISTRICT to VEI, in connection with the VEI program operating in the SCHOOL DISTRICT at:

List of Schools

	School	Program	Number of sections
1.	Hollywood Hills HS	High School -VE	1section
2.	Cypress Bay HS	High School -VE	1section
3.	Stranahan HS	High School-VE	1section
4.	Coral Springs HS	High School-VE	1section
5.	Cooper City HS	High School-VE	1section
6.	JP Taravella HS	High School-VE	1section
7.	Piper HS	High School-VE	1section
8.	Millennium Middle	Middle School-VEJV	1section
9.	Apollo Middle	Middle School- VEJV	1section



VEI shall provide the following services through a contact period commencing on the date it is fully executed by both parties and end on July 31, 2019. The VEI representatives will be Cindy Boyd, Regional Director, and Ronnie Giordano, Program Coordinator:

Part I. Services under this Contract:

Program Participation

The SCHOOL DISTRICT and/or SCHOOLS will pay an annual program participation fee for seven (7) highschools @ (\$1,400) and two (2) middle schools @ (\$2,000) at a total of \$13,800 per school year for years 2016-17, 2017-18, 2018-19, per the terms of membership between VEI and the SCHOOL DISTRICT noted in this Contract. Program fees include access to all program curriculum and resources, company and student-employee bank accounts, listing in the international directory, and eligibility in all national online competitions.

Classroom Facilities

SCHOOL DISTRICT/SCHOOLS will be responsible for creating an office environment within the VE classroom. The VE laboratory simulates the workplace and is a key component of the VE experience. The classroom should include workgroup clusters of furniture to reflect company departments. School items, such as lockers and chalkboards should be removed. Students must have access to an assigned computer five (5) days a week.

The laboratory should include:

Furniture and Equipment

- a minimum of 25 networked workstations or laptop computers with Internet connectivity
- conference table with 8-10 chairs
- fax/copy/scanner machine
- 1color and 1black-and-white printer
- Smart Board or other projection device
- Filing cabinets
- Ideation board (optional)
- Telephone with one incoming line and an extension in each department (optional)
- Carpeting (optional)

Software

- Microsoft Suite (Word, Excel, PowerPoint)
- Adobe Creative Cloud (Photoshop, Illustrator, InDesign)

Note: Local businesses or branch banks replace furniture frequently and are often willing to donate items to schools. Many schools reconfigure an existing computer lab using donated furniture and existing computer equipment.

Teacher Facilitator Selection

The SCHOOL DISTRICT/SCHOOLS are responsible for designating a teacher to facilitate the VE program. The ideal candidate for a VE teacher/facilitator position has an in-depth understanding of technology and a background in business and/or economics. Because the curriculum is task-based and depends on a tight schedule of activities, the ideal candidate also has both time-management and project-management skills. It is recommended that teacher-facilitators do a summer externship in a business that parallels the virtual enterprise to become familiar with



day-to-day business operations. In schools implementing VEI as a capstone to a CTE program of study, VE teachers must hold a CTE license or certification.

Curriculum & Resources

VEI shall provide participating SCHOOLS with access to the following curriculum and resources:

- VE task-based curriculum and associated resources
- Rubrics for business plan, trade show and other competitions
- Access to the VE Portal
 - o Online Banking Software
 - o Wholesale Marketplace Software
 - o Access to the VE Store Manager e-commerce solution
 - o Access to the National Online Competitions tool
- Company email account through Google Apps for Education (@veinternational.org)

Professional Development

Professional development is an essential tool to empower and support staff. VEI shall provide annual professional development through the National Teachers Conference held each July. The SCHOOL DISTRICT/SCHOOL will be required to send new VEI teachers to the National Teachers Conference. VEI shall provide workshops for teachers on program goals and objectives, instructional methods, academic content and technology, and are delivered by veteran VEI instructors, school partners, and industry/university partners. VEI shall provide webinars throughout the year and are available online for reference.

Extended Learning Activities

SCHOOLS are invited to participate in various extended learning opportunities offered regionally, such as local leadership and training events, local/regional business plan competitions (qualifying teams for the National Business Plan Competition), regional trade shows and competitions, and the Youth Business Summit in New York City.

Exhibition fees for regional trade shows and the Youth Business Summit are not included in program fees. These fees will range depending on the event. All exhibition fees include participation in the associated competitions.



<OR>

- NOCTI Virtual Enterprises online pre/post assessment -\$32 per student.
 - o Exams must be ordered directly from NOCTI.
 - o Students who pass the exam qualify for three (3) college credits in Applied Business.
 - o More information on the NOCTI exam can be found at [www.notci.org/certificate program-VEI.cfm](http://www.notci.org/certificate-program-VEI.cfm).

Ongoing Regional and National Office Support

VEI regional offices shall provide support and consultation throughout the year for professional development and student activities. The VEI website offers links to curricula, student and teacher resources, news and events, and dates for training and workshops. Technology support for banking, the wholesale marketplace and websites, is provided through the National Office.

VEI regional offices shall also assist teachers with curriculum mapping as well as provide strategies to teachers in developing collaborative student projects and student support.

Part II Budget Table

SUMMARY OF SERVICES	AMOUNT
Year 1: 2016-2017	
Program Participation Fees - High School VE (7 schools @ \$1,400)	\$9,800
Program Participation Fees – Middle School VEJV (2 schools @ \$2,000)	\$4,000
SUBTOTAL for year 2016-2017	\$13,800
Year 2: 2017-2018	
Program Participation Fees - High School VE (7 schools @ \$1,400)	\$9,800
Program Participation Fees - Middle School VEJV (2 schools @ \$2,000)	\$4,000
SUBTOTAL for year 2017-2018	\$13,800
Year 3: 2018-2019	
Program Participation Fees - High School VE (7 schools @ \$1,400)	\$9,800
Program Participation Fees - Middle School VEJV (2 schools @ \$2,000)	\$4,000
SUBTOTAL for year 2018-2019	\$13,800
TOTAL for all 9 schools for three years	\$41,400



Note: SCHOOLS will be responsible for the fees to attend the National Teachers Conference. The current fee is \$400 per teacher. Teachers who have attended a prior training or have been involved in the VEI program for more than two years will not be charged to attend.

Part III. Period of Contract

The contract period shall be for a period of three (3) years from the date it is fully executed by both parties.

Part IV. Payment Terms

VEI shall submit a proper and appropriate invoice for services rendered pursuant to the terms of this Contract by September 15th of each year within the term of this Contract.

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

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

- B. By VEI: VEI agrees to indemnify, hold harmless and defend SCHOOL DISTRICT, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SCHOOL DISTRICT, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VEI, its agents, servants or employees; the equipment of VEI, its agents, servants or employees while such equipment is on premises owned or controlled by SCHOOL DISTRICT; or the negligence of VEI or the negligence of VEI's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SCHOOL DISTRICT's property, and injury or death of any person whether employed by VEI, SCHOOL DISTRICT or otherwise.

Part VI. Disclosure of Student Information

- A. SBBC will disclose students' first and last names to VEI in order to create student accounts for log in and use of program purposes. VEI staff may conduct on-site school visits and shall not be accessing any education records. However, should they come across any of this information, this shall remain confidential and shall not be released to any other parties. SBBC may disclose de-identified student information to VEI upon request for VEI internal survey data. This information shall not be released to any external agencies. Due to the nature of this program, VEI shall not have access to student records or information beyond the scope of a students' first and last names.



B. Family Educational Rights and Privacy Act (FERPA) Compliance.

In addition to the requirements under Part VIII, Student Records, VEI will comply with the requirements of Attachment A, Safeguarding the Confidentiality of Student Records and Information.

Part VII. Public Records

Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Contract; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Contract in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Contract and all attachments thereto are public records and do not constitute trade secrets.

Part VIII. Student Records

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

Part IX. Background Screening

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



liability in the form of physical or mental injury, death or property damage resulting from VEI's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

Part X. Termination.

Within sixty days of the signing of this Contract, either party may give the other written notice that it wishes to terminate for any reason, with full reimbursement of fees to the SCHOOL DISTRICT.

Upon any termination of this Contract, the SCHOOL DISTRICT, and the VEI program created hereunder, shall cease to be a member of the VEI Network and all rights of the SCHOOL DISTRICT to participate in or receive assistance or materials from VEI to access restricted areas of the VEI website and to use the name, logo, or other trademark or service marks of VEI, shall also cease. Upon termination, all VEI materials (including all copies of such materials) in the SCHOOL DISTRICT's possession shall, upon VEI's request, be returned to the VEI national headquarters. VEI materials which are not requested to be returned to VEI shall be destroyed by the SCHOOL DISTRICT, and the SCHOOL DISTRICT shall confirm to VEI that all such materials have been destroyed. Upon termination, any and all rights of the SCHOOL DISTRICT to use, disclose to or distribute the VEI materials to others, for any purpose whatsoever, in any form or format whatsoever, shall cease.

Part XI. No Waiver of Sovereign Immunity.

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

Part XII. Annual Appropriation.

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

Part XIII. Excess Funds.

Any party receiving funds paid by SBBC under this Contract agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

Part XIV. Place of Performance.

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

Part XV. Entirety of Contract.

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

Part XVI. Binding Effect.

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



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

Part XVIII. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference.

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

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

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

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

Part XXIII. Execution

The Undersigned have executed this Contract on the dates indicated opposite their signatures.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD
COUNTY,FLORIDA

ATTEST:

By _____
Dr. Rosalind Osgood,Chair

Robert W. Runcie,
Superintendent of Schools

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School
District of Broward County, Florida, ou=The Office of
the General Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.20 11:01:55 -0400

Approved as to Form and Legal Content:

Office of the General Council



The Undersigned have executed this agreement on the dates indicated opposite their signatures.

Iris Blanc July 18, 2016
Iris Blanc, Executive Director – Virtual Enterprises International Date

Nick Chapman 7/18/16
Nick Chapman, National Program Director – Virtual Enterprises International Date



Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Contract further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Contract or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Contract. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Contract, and

(4) Ensure that all employees, appointees or agents of each party to this Contract who are granted access to shared student records will have successfully completed (a) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (b) a FERPA training webinar, as it may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf>

Each party to this Contract agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Contract without advance notice. Any provisions within this Contract concerning the resolution of disputes shall not be applicable to a breach of the requirements stated herein above.

This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.