



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE: Aug 16 2016 10:15AM - Regular School Board Meeting

Special Order Request
 Yes No

TEM No.:
FF-3.

AGENDA ITEM: OPEN ITEMS

Time

CATEGORY: FF. OFFICE OF ACADEMICS

DEPARTMENT: CTACE

Open Agenda
 Yes No

TITLE: Agreement between The School Board of Broward County, Florida and Virtual Enterprises International (VEI)

REQUESTED ACTION:
Approve the new Agreement between The School Board of Broward County, Florida and Virtual Enterprises International. The term of this agreement will be for a period of (3) years from its date of execution.

SUMMARY EXPLANATION AND BACKGROUND:
Virtual Enterprises International (VEI) is an in-school entrepreneurship program that combines global business simulation that is modeled after an international tradition of apprenticeships and work experiences.
See Supporting Docs for continuation of Summary Explanation and Background.
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
There is a financial impact of \$13,800 per year. The source of funds is the Carl D. Perkins Secondary Grant.

EXHIBITS: (List)
(1) Continuation of Summary Explanation and Background _ VEI (2) Executive Summary _ VEI (3) VEI Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:
Name: Enid Valdez Phone: 754-321-8444
Name: Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title
Daniel Gohl - Chief Academics Officer

Approved In Open Board Meeting On:

AUG 16 2016

Signature
Daniel F. Gohl
7/28/2016, 4:46:36 PM

By: *Rosalind Orsuel*
School Board Chair

FF-3 - Agreement between The School Board of Broward County, Florida and Virtual Enterprises International (VEI) (summary explanation and background con't.)

Students are taught the business mindset by bringing the workplace through mentorship into the classroom. This student-centered approach and coaching emphasizes project-based collaborative learning with the guidance of a teacher facilitator and a business partner. VEI students establish and manage a virtual company and conduct business with other student "firms" domestically and internationally. This program will be offered at two (2) middle schools: Apollo and Millennium and seven (7) high schools: Cooper City, Coral Springs, Cypress Bay, Hollywood Hills, Piper, Stranahan, and Taravella.

EXECUTIVE SUMMARY

Below is an executive summary for the continuation of the Agreement between Virtual Enterprises International (VEI) and The School Board of Broward County, Florida, which supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	The source of funds is the Carl D. Perkins Secondary Grant.
Status	New Agreement
Funds Requested	\$13,800
Financial Impact Statement	There is a financial impact of \$13,800 per year. The source of funds is the Carl D. Perkins Secondary Grant. There is no additional financial impact to the District.
Schools Included	High Schools: Cooper City, Coral Springs, Cypress Bay, Hollywood Hills, Piper, Stranahan, Taravella Middle Schools: Apollo, Millennium
Managing Department/School	Career, Technical, Adult and Community Education (CTACE) Department
Source of Additional Information	Enid Valdez 754-321- 8444
Project Description	<p>Virtual Enterprises International (VEI) is an in-school entrepreneurship program that combines global business simulation that is modeled after an international tradition of apprenticeships and work experiences. Students are taught the business mindset by bringing the workplace through mentorship into the classroom.</p> <p>This student-centered approach and coaching emphasizes project-based collaborative learning with the guidance of a teacher facilitator and a business partner. VEI students establish and manage a virtual company and conduct business with other student “firms” domestically and internationally. This program will be offered at two (2) middle schools: Apollo and Millennium and seven (7) high schools: Cooper City, Coral Springs, Cypress Bay, Hollywood Hills, Piper, Stranahan, and Taravella.</p>
Evaluation Plan	The program is evaluated through student proficiency in developing aspects of a business and teacher training is followed up through satisfaction surveys.
Research Methodology	Curriculum Frameworks and Program of Study as delineated by The Florida Department of Education for program completion for Career Technical programs.



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.	JPTaravella 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
 - Online Banking Software
 - Wholesale Marketplace Software
 - Access to the VE Store Manager e-commerce solution
 - 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.nocti.org/certificate program-VEI.cfm](http://www.nocti.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.



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.

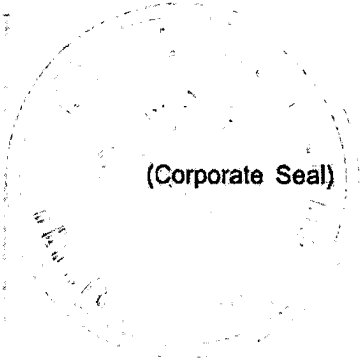
Part XIV. Place of Performance. All obligations of SBBC under the terms of this Contract are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

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.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA



(Corporate Seal)

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

ATTEST:

Robert W. Runcie,
Superintendent of Schools

By
Dr. Rosalind Osgood, Chair

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, Executive Director – Virtual Enterprises International

Date

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.