

A G R E E M E N T

THIS AGREEMENT is made and entered into as of this _____ day of _____
2016, by and between

NETWORK FOR TEACHING ENTREPRENEURSHIP, INC.
(hereinafter referred to as “NFTE”),
whose principal place of business is
300 NE 2nd Avenue, Building 8, Suite 8501, Miami, FL 33132

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”)
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

WHEREAS, NFTE and SBBC wish to improve instruction by significantly increasing the number of children achieving success in school, continuing to be connected and engaged in school and staying through graduation; and

WHEREAS, NFTE and SBBC commit to providing entrepreneurship programs that inspire young people from low-income communities to stay in school, to recognize business opportunities and to plan for successful futures; and

WHEREAS, the achievement of those goals will greatly benefit the academic progress, career readiness and future economic self-sufficiency of students within Broward County, Florida; and

WHEREAS, NFTE has committed to partner with the SBBC to deliver educational programming that supports 21st Century skills, entrepreneurial behaviors, engagement in learning, other non-academic success metrics, and student planning for the future at the schools listed in the attached and incorporated **Attachment I, Broward County Proposed School Sites 2016-2017**; and

WHEREAS, NFTE will sustain the programmatic portion for approved schools during the 2016-17, 2017-18, 2018-19 school years with SBBC providing NFTE with a minimum of \$65,855 for selected schools during 2016-17. Program costs, which are based upon both program curricula and training and the number of schools, veteran teachers, novice teachers and classrooms supported, will be reevaluated following each school year.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

ARTICLE 1 – RECITALS

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement:** Unless terminated earlier pursuant to Section 3.04 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on July 31, 2019.

2.02 **Nurturing Entrepreneurial Leaders in Broward County:** NFTE agrees to provide its comprehensive entrepreneurship programming including textbooks, professional development, site support, student and teacher recognition opportunities and alumni support as specified below to selected Certified Entrepreneurship Teachers (CETs) at the preapproved list of schools (*Attachment I, Broward County Proposed School Sites 2016-2017*).

2.03 **Textbooks:** NFTE will provide digital online textbook licenses for new students at the proposed schools based on need (*Attachment I, Broward County Proposed School Sites 2016-2017*).

2.04 **Professional Development:** NFTE will provide training and certification through NFTE University for teachers new to the NFTE program, and ongoing professional development opportunities for all teachers from the schools listed in **Attachment I, Broward County Proposed School Sites 2016-2017**. NFTE will update and maintain data collection and online teacher resources to support delivery of the NFTE program.

2.05 **Program Support:** For all schools listed in **Attachment I, Broward County Proposed School Sites 2016-2017**, NFTE will provide the following on-going technical assistance and program support including site visits

- (a) Monthly visits for returning/veteran schools; and
- (b) Bi-monthly visits for new schools.

NFTE will recruit and coordinate classroom volunteers to serve as guest speakers, business plan advisors and business plan judges.

2.06 **Teacher and Student Recognition, Alumni Support:** NFTE will provide students with opportunities to compete in local, regional and national business plan competitions and the chance to win venture capital awards through business plan competitions. NFTE will provide students and teachers with information on award opportunities including eligibility for CET of the Year Award and the Global Young Entrepreneur of the Year Award. NFTE will provide access to NFTE alumni network including ongoing business advice and scholarship opportunities.

2.07 **The SBBC and each School principal agree to:**

- Select teachers from the preapproved list of schools (*Attachment I, Broward County Proposed School Sites 2016-2017*) with NFTE program manager/lead associate (no later than August 31st each year), who fit the CET profile, and fully commit to teach the NFTE curriculum and the experiential activities/components that is part of the NFTE experience for the students
- Provide \$65,855 in funding to support the NFTE program materials, training, experiential activities, classroom support) [\$15,100], ongoing professional development [\$7,225] and program site support and evaluation [\$43,530] as per the attached and incorporated schedule (*Attachment II, Proposed Payment Schedule 2016-17*). These costs are associated with NFTE's StartItUp curriculum being utilized by 17 instructors. Training of additional instructors in the StartItUp curriculum will be at a cost of \$2500 per teacher per year. The Startup Tech program will be fully grant funded in 2016-17. Program costs for the district per teacher per school will be reevaluated in 2017-18, 2018-19 pending additional grant funding.
- Offer NFTE as a semester/year-long stand-alone class or year-long class infused in Economics, business or other preapproved class only during the day unless otherwise approved
- Ensure that each NFTE CET teaches a minimum of at least one NFTE class each year
- Provide requested student-level data to NFTE for participants in NFTE curriculum with prior parental consent or consent of students over age 18. Data will include class rosters including student names, student grade levels, and enrolled NFTE course name and number; graduation, attendance, and infraction rates; and student achievement data inclusive of learning gains. Any research, studies, surveys, or evaluation pertaining to students must be approved by Contractor's Research Department and Institutional Review Board (IRB).
- Commit to a minimum of 2 years of program implementation when possible to assure instructional quality and consistency; each CET agrees to teach the program to fidelity for a minimum of 2 consecutive years when circumstances do not necessitate a change in the teaching role (i.e. teacher transfer to a new school, subject area or a program closes).
- Meet with NFTE staff as requested during the year as reasonably agreed upon between BCPS CTACE and NFTE staff
- Provide on-site logistical support to the CET, as needed
- Encourage and support each CET to collaborate with NFTE, which includes professional development opportunities provided by NFTE
- Seek pre-approval from NFTE for all press releases and grant reports that mention NFTE
- Inform NFTE immediately of changes to NFTE classes at its site including staff changes and discontinuation of NFTE program
- Adhere to NFTE requirements for financial accountability of NFTE Teacher Implementation Funds provided the school by returning any unused NFTE provided funds, implementation report and copies of receipts within 15 business days of the

program end date and no later than June 23rd each year in order to receive additional funding in the future

- Encourage each CET to deliver the agreed upon NFTE student experience as outlined in attached and incorporated (*Attachment III, Certified Entrepreneurship Teacher Program Deliverables*) over a minimum of 65 hours

The NFTE and SBBC share a commitment of these overarching outcomes and to continuous program improvements to assure the greatest possible academic results and improvements in instruction for Broward County students.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To NFTE: Regional Director
NETWORK FOR TEACHING ENTREPRENEURSHIP,
INC.
300 NE 2nd Avenue, Building 8
Suite 8501
Miami, Florida 33132

With a Copy to: Shawn Osborne, President/CEO
NETWORK FOR TEACHING ENTREPRENEURSHIP,
INC.
120 Wall Street
18th Floor
New York, New York 10005

Howard Brover, Vice President of Finance and
Administration
NETWORK FOR TEACHING ENTREPRENEURSHIP,
INC.
120 Wall Street
18th Floor
New York, New York 1005

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Career, Technical, Adult and Community Education
Atlantic Technical College, Arthur Ashe Campus
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311

2.09 **Background Screening:** NFTE 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. The background screening will be conducted by SBBC in advance of NFTE or its personnel providing any services under the conditions described in the previous sentence. NFTE 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 NFTE and its personnel. The Parties agree that the failure of NFTE to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, NFTE 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 in NFTE failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or NFTE of sovereign immunity or of any rights secured by Section 768.28, Florida Statutes.

2.10 **Inspection of NFTE's Records by SBBC:** NFTE shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All NFTE's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by NFTE or any of NFTE's payees pursuant to this Agreement. NFTE's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. NFTE's Records subject to this section shall include any and all documents pertinent to the evaluations, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **NFTE's Records Defined.** For the purposes of this Agreement, the term "NFTE's Records" shall include, without limitation, accounting records, site visit logs, written policies and procedures, computer records, and software, videos, photographs, executed subcontracts, subcontract files, correspondence, (including sufficient supporting documentation and

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documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to NFTE's Records housed at NFTE Headquarters, 120 Wall Street, 18th Floor, New York, NY 1005; from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to NFTE pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide NFTE reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and/or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to NFTE's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by NFTE to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any NFTE's claims for payment by SBBC.

(f) Inspection of Subcontractor's Records. NFTE shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by NFTE to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to NFTE pursuant to this Agreement and such excluded costs shall become the liability of NFTE.

(g) Inspector General Audits. NFTE shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

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

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its agent's 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 NFTE: NFTE agrees to indemnify, hold harmless and defend SBBC, 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 SBBC, 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 NFTE, its agents, servants or employees; the equipment of NFTE, its agents, servants or employees while such equipment is on premises controlled by SBBC; or the negligence of NFTE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damages to property including SBBC's property, and injury or death of any person whether employed by NFTE, SBBC or otherwise.

2.12 **Insurance Requirements to be provided by NFTE:**

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/ Completed Operations Aggregate.

(b) **Worker's Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(c) **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC.

2.13 **Copyright Infringement:** NFTE shall defend, indemnify and hold the SBBC and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by NFTE of any third-party patent, copyright or trademark or (ii) misappropriation by NFTE of any third-party trade secret in connection with any of the foregoing. NFTE will indemnify and hold harmless the SBBC from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of this agreement, including its use by the SBBC. If NFTE uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

2.14 **Intellectual Property:** SBBC acknowledges and agrees that all rights, title, and interest of any nature, worldwide, including copyright and patent rights (including, without *Agreement with Network for Teaching Entrepreneurship, Inc.*

limitation, rights in any media and medium, such as electronic and digital), in the ideas, tangible expression of ideas, designs, drawings, software, firmware, and related documents, works of authorship, methodologies, strategies, systems, research results, and works of invention created through the performance of this agreement, or otherwise resulting from or produced as a result of the work or services performed under or in connection with this Agreement or the use of NFTE Property, (collectively “Intellectual Property”) shall belong solely and exclusively to NFTE. SBBC hereby assigns all of its rights, including copyright and patent rights, in the Intellectual Property to NFTE (and shall ensure that its agents do the same). SBBC agrees to return all NFTE Property in SBBC’s possession, custody or control of NFTE upon termination or expiration of this Agreement or at any time during the term of this Agreement if requested to do so by NFTE. Any NFTE Property received by the SBBC pursuant to a specific Statement of Work shall be returned by SBBC to NFTE upon expiration or termination of the Statement of Work or upon request by NFTE. SBBC shall not retain, reproduce or copy NFTE Property, nor shall SBBC prepare or retain any compilations, summaries, abstracts or other synopses thereof of NFTE Property. In the event that NFTE textbooks, workbooks, software or other curriculum materials are purchased by the SBBC, they become SBBC property but may not be reproduced.

2.15 **Confidentiality:** SBBC acknowledges that during the course of this agreement it will have access to certain proprietary information of NFTE and its partners, affiliates, funders and youth participants. SBBC shall not disclose to anyone outside of NFTE, either during or after the term of this Agreement, any Confidential Information (as hereinafter defined), except as required in performance of the of this agreement, by applicable law, or pursuant to a lawful order of a court or government agency, and SBBC acknowledges that the Confidential Information is and shall remain NFTE Property. Upon the expiration or termination of this Agreement, SBBC shall return all Confidential Information (and any copies thereof), to NFTE. “Confidential Information” shall mean information that is proprietary information of NFTE, including without limitation its methodologies, computer programs, systems and code, plans, projections, existing and proposed and contemplated projects, products, manuals, supplier lists, sponsor lists, fundraising information, correspondence and other information relating to NFTE’s business and operations or that of its partners, affiliates, or funders. “Confidential Information” shall not include any information that is in the public domain or becomes public knowledge without the fault of SBBC or its agents or employees. SBBC shall cause and be responsible for the compliance with this Section by the SBBC’s agents and employees, if any, that are involved in the performance of this agreement. In the event of a threatened violation of this paragraph, an injunction may be issued to restrain its violation. Such remedy shall be cumulative and not exclusive and shall be in addition to any other remedies to which NFTE may be entitled.

2.16 **Family Educational Rights and Privacy Act (FERPA) Compliance:** In addition to the requirements under section 3.10, Student Records, NFTE will comply with the requirements of **Attachment IV**, Safeguarding the Confidentiality of Student Records and Information.

ARTICLE 3 - GENERAL CONDITIONS

3.01 **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 Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be

cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement 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 Agreement, this Agreement 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.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement 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.

3.09 **Public Records:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Contractor shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, Contractor shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if Contractor does not transfer the public records to SBBC. Upon completion of the Agreement, Contractor shall transfer, at no cost, to SBBC all public records in possession of Contractor or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Contractor transfer all public records to SBBC upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT... (754-321-2390, noemi.gutierrez@browardschools.com, 600 Southeast Third Avenue – 2nd Floor Fort Lauderdale, Florida 33301).

3.10 **Student Records.** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Section 1002.22, Florida Statutes, 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 Section 1002.22, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

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

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement 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 agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the
Agreement with Network for Teaching Entrepreneurship, Inc.

benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor 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 Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** **Attachments I, II, III, IV** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement 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 Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** 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 Agreement 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.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the

control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **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 Agreement.

3.25 **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 Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR NFTE

NETWORK FOR TEACHING
ENTREPRENEURSHIP, Inc.

By _____
Regional Director

DATE: _____

Approved as to form by:

Stewart Merkin
Law Office of Stewart A. Merkin
174 NE 96th Street
Miami, FL 33318

NFTE ATTORNEY
ATTORNEY'S ADDRESS

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _____
Dr. Rosalind Osgood, Chair

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

Attached please find:

- I. Broward County Proposed School Sites 2016-2017
- II. Proposed Payment Schedule
- III. CET Program Deliverables
- IV. Safeguarding the Confidentiality of Student Records and Information



Attachment I
Broward County Proposed School Sites 2016-2017

High Schools

School	Address	Teachers*	Students*	Program**
Coconut Creek High School	1400 NW 44th Ave Coconut Creek, FL 33066	3	75	Startup Tech
Coral Springs High School	7201 W. Sample Rd. Coral Springs, FL 33065	1	60	StartItUp
Deerfield High School	910 Buck Pride Way Deerfield Beach, FL 33441	1	50	Startup Tech
Dillard 6-12 School	2501 NW 11th St. Ft. Lauderdale, FL 33311	3	120	StartItUp
Flanagan High School	12800 Taft St Pembroke Pines, FL 33028	1	30	Startup Tech
Hallandale High School	720 NW Ninth Ave Hallandale Beach, FL 33009	1	50	StartItUp
Hollywood Hills High School	5400 Stirling Rd. Hollywood, FL 33021	2	200	StartItUp
Lauderhill 6-12 School	1901 NW 49th Ave Lauderhill, FL 33313	1 1	50 40	Startup Tech StartItUp
Northeast High School	700 NE 56th St. Oakland Park, FL 33334	2	120	StartItUp
Nova High School	3600 College Ave. Davie, FL 33314	1	65	StartItUp
Piper High School	8000 NW 44th St. Sunrise, FL 33351	2	130	StartItUp
Plantation High School	6901 NW 16 Street Plantation, FL 33313	2	60	StartItUp
Stranahan High School	1800 SW Fifth Place Ft. Lauderdale, FL 33312	2	60	StartItUp

Middle Schools

School	Address	Teachers*	Students*	Program**
Nova Middle School	3602 College Ave. Davie, FL 33314	1	190	Startup Tech

Total **24** **1300**

* Final Teacher and Student numbers subject to change based on teacher selection and class enrollment

**Startup Tech will be grant funded in 2016-17. Program costs per school will be reevaluated in 2017-18, 2018-19 pending grant funding.



Attachment II

Broward County Proposed Payment Schedule 2016-2017

Date	Item	Unit	Cost	Total
October	NFTE Student Support			
	High School NFTE U Training (August)		\$ 10,000	
	Curriculum Resources		\$ 5,100	
				\$ 15,100
November	Ongoing Professional Development			
	High School Sessions:	\$ 425	\$ 7,225	
	August, November, January			
				\$ 7,225
December	Program Site Support and Evaluation			
	Program Site Support		\$ 8,706	
	<ul style="list-style-type: none"> Monthly and bi-monthly school visits to new and veteran NFTE teachers to provide curriculum planning and program implementation support. Assist teachers with pre-survey and diagnostic assessments. 			
January	Program Site Support		\$ 8,706	
	<ul style="list-style-type: none"> Monthly and bi-monthly school visits to new and veteran NFTE teachers to provide curriculum planning and program implementation support. Assist teachers with classroom activities and unit assessments. Assist students with business plan ideation 			
February	Program Site Support		\$ 8,706	
	<ul style="list-style-type: none"> Monthly and bi-monthly school visits to new and veteran NFTE teachers to provide curriculum planning and program implementation support. Assist teachers with classroom activities and unit assessments. Assist students with business plan competition 			
March	Program Site Support		\$ 8,706	
	<ul style="list-style-type: none"> Monthly and bi-monthly school visits to new and veteran NFTE teachers to provide curriculum planning and program implementation support. Assist teachers with classroom activities, post-surveys and summative assessments. Assist students with business plan competition 			
April	Program Evaluation		\$ 8,706	
				\$ 43,530
Total	Total		\$	65,855

Broward County Certified Entrepreneurship Teacher (CET) Deliverables 2016-2019

Attachment III

- CET will follow NFTE syllabus and lesson plans in the proposed timeframe to deliver NFTE student experience; must include key elements of the experience in the classroom according to program level (e.g., *Eleventh Edition or Twelfth Edition* textbook/workbook, business plan competition, experiential activities, guest speakers)
- CET will work with students on their individual business plans and presentations, conduct classroom business plan competitions and have students participate in a school business plan competition
- CET will engage Program Manager/Lead Associate on classroom support and provide prompt responses to requests, phone calls and emails from NFTE staff and adhere to timelines/due dates provided by NFTE staff
- CET will be flexible and open to scheduling volunteer presence in the classroom and preparing students for the volunteer/speakers visit
- CET will refer students for NFTE awards, business plan competitions and alumni services
- CET will meet with Program Manager/Director in a One-to-One meeting to provide:
 - Program start/end dates, student grade levels,
 - Provide class list(s) of NFTE students within 15 business days of the program start date
 - Provide end of course information within 15 business days of the program end date
- CET will administer NFTE student pre-survey within 15 business days of the program start date
- CET will administer NFTE student post-survey within 7 business days of the program end date
- CET will administer NFTE Unit and Summative Assessments
- CET will ensure the program is being implemented over a minimum of 65 hours to complete the requirements of the NFTE program
- CET will enroll students in Alumni Platform (*LinkedIn*) for continued Entrepreneurship Opportunities
- CET will participate in mandatory professional development (PD) annually
 - Three full-day PDs are offered in-person and one after school PD or webinars
 - CET must attend at least 2 in-person PDs
- CET will provide NFTE with personal data inclusive of employee email, phone number, certification information, college information, NFTE course # and mane, tax ID, and mailing address.

Safeguarding the Confidentiality of Student Records and Information

Attachment IV

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 Agreement further agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement 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 Agreement. 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 Agreement, and

(4) Ensure that all employees, appointees or agents of each party to this Agreement 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 Agreement 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 Agreement without advance notice. Any provisions within this Agreement 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 Agreement 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.