

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 2017, by and between

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

and

NATIONAL ACADEMY FOUNDATION
(hereinafter referred to as "NAF"),
having its principal place of business at
1450 Northeast Second Avenue, Suite 352 Miami, Florida 33132

WHEREAS, SBBC and NAF entered into an Agreement dated November 3, 2016 (hereafter "Agreement"); and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement;
and

WHEREAS, parties wish to remove (6) existing academies at (5) high school sites to the Agreement at a rate of \$1,600 per academy which will reduce our amount owed to NAF by \$9,600.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

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

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement to remove the following high school sites in the following stated locations from August 14, 2017 through the end for the term of the Agreement:

Location	Theme
Northeast High School	Academy of Information Technology
Northeast High School	Academy of Finance
McArthur High School	Academy of Finance
Western	Academy of Health Science
Miramar	Academy of Information Technology
Flanagan	Academy of Information Technology

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Second Amendment to Agreement; and then
- b) the First Amendment to Agreement; and then
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to 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 Second Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Cruz

On July 19, 2017 before me, Mary Adams, Notary Public
(insert name and title of the officer)

personally appeared Jondel Hoyo
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Adams (Seal)

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

Kathelyn Jacques-Adams

Digitally signed by Kathelyn Jacques-Adams, Esq.
Kathelyn.jacques-adams@gluowardschools.com
Reason: National Academy Foundation - Second
Amendment
Date: 2017.07.24 13:19:32 -0400

Office of the General Council



YEAR OF PLANNING, FAST TRACK, AND MEMBERSHIP SERVICE AGREEMENT

For over 30 years, NAF has partnered with School Districts throughout the county to implement its acclaimed career-themed Academy model. Through partnerships between business leaders and educators, NAF's small public school-based learning communities empower high school students to successfully go on to higher education and professions of their choosing.

NAF embodies six core principles for improving America's education system. These core principles, articulated in NAF's Academy Framework, include:

- 1) personalized learning environments;
- 2) academic engagement of all students;
- 3) empowered educators;
- 4) accountable leaders;
- 5) engaged communities and youth; and
- 6) an integrated system of high standards, curriculum, work-based learning, instruction assessment and support.

This AGREEMENT sets forth the roles and responsibilities of NAF ("NAF") to The School Board of Broward County, Florida, (the "SCHOOL DISTRICT") and the roles and responsibilities of the SCHOOL DISTRICT to NAF, in connection with the NAF academies operating in the SCHOOL DISTRICT at:

List of Academies

Site	Theme	Status
1. Atlantic Technical Magnet	Information Technology	Open Academy
2. Blanche Ely High School	Information Technology	Open Academy
3. Blanche Ely High School	Hospitality & Tourism	Open Academy
4. Blanche Ely High School	Health Science	Open Academy
5. Charles W. Flanagan High School	Finance	Open Academy
6. Copper City High School	Finance	Open Academy
7. Coral Glades High School	Finance	Open Academy
8. Cypress Bay High School	Finance	Open Academy
9. Deerfield Beach High School	Finance	Open Academy
10. Dillard High School	Finance	Open Academy
11. Everglades High School	Health Science	Open Academy
12. J.P. Taravella High School	Finance	Open Academy
13. Marjorie Stoneman Douglas High School	Finance	Open Academy
14. McArthur High School	Engineering	Open Academy
15. Miramar High School	Information Technology	Open Academy
16. Monarch High School	Hospitality & Tourism	Open Academy
17. Northeast High School	Finance	Open Academy
18. Northeast High School	Information Technology	Open Academy
19. Piper High School	Finance	Open Academy
20. Plantation High School	Finance	Open Academy
21. Plantation High School	Hospitality & Tourism	Open Academy
22. Plantation High School	Health Science	Open Academy



23. South Broward High School	Hospitality & Tourism	Open Academy
24. Stranahan High School	Engineering	Open Academy
25. Stranahan High School	Hospitality & Tourism	Open Academy
26. Western High School	Health Science	Open Academy

NAF represented by Dr. Helen Blanch, Regional Director, proposes to provide the following services through a Contract period of three (3) years from the date it is fully executed by both parties.

Part I. Services under this agreement:

Core Membership

The SCHOOL DISTRICT and/or SCHOOLS will pay an annual membership fee for (26) number of Academies @ (\$1,600) per Academy for school years 2015 -16, 2016 – 17, 2017-18), per the terms of the membership between NAF and the SCHOOL DISTRICT noted in this Contract. The number of core membership fees is inclusive of Open and Fast Track Academies.

A. Scope of Work

NAF will provide support for academies to reach high fidelity to its proven model as outlined in the fifteen standards of practice. The standards are divided into 4 elements which are demonstrated in the NAF Model, they are:

1. Academy Development and Structure
2. Advisory Board
3. Curriculum and Instruction
4. Work-based Learning

I. National Activities

- A. Summer conference, which includes workshops for teachers, administrators, alumni, and business partners
- B. Assistance, where locally feasible, in connecting the Academy with national partners in business and government
- C. Newsletters and other marketing activities
- D. Web-based resources
- E. Selected scholarships for students and other national recognition awards for students, instructors, school administrators and business partners involved in the local Academy team, on a competitive basis.

B. As a NAF Member:

NAF and the SCHOOL DISTRICT/SCHOOLS will engage in a partnership to develop, implement, and sustain an academy model that serves the needs of the students, teachers, and business partners of the Academy. NAF will be provided permission to access and engage in all aspects of the model created and utilize it in the development and support of all NAF Academies.

I. Design Implementation

- A. Pay to NAF, upon receipt of appropriate invoice, an annual network membership fee based on the number of Academies in the school/district.
- B. Implement a rigorous career-themed Program of Study appropriate for the themed major, open to all students based on interest



- C. Use the NAF curriculum or other curricular material aligned with NAF curriculum standards
- D. Infuse all courses with project-based learning activities, preparation for internship and other work-based learning experiences, reading and writing experiences, oral communication, and problem-solving skill development
- E. Designate a NAF Academy Director (a district staff person, an onsite school administrator, or a NAF Academy teacher with release time)
- F. Establish a local NAF Advisory Board
- G. Establish a four year sequencing of work-based learning activities for students in NAF Academies with a culminating compensated internship
- H. Provide on-going data and reports to NAF to gauge Academy performance and impact and to benchmark the DISTRICT/SCHOOL/STUDENT population of the NAF academy against other similar academies/schools/districts/students within the NAF National Network, with such frequency and in such formats as NAF shall request (currently via NAF's online Data Center), including, but not limited to:
 - 1. Academy Demographic Profile
 - 2. High School and District Profile (including demographic data)
 - 3. Advisory Board Membership, Structure and Activities; Academy Internship Report
 - 4. Academy Internship Report
 - 5. Program Budget
 - 6. Graduation Reports
 - 7. Yearly Assessment
- I. Maintain Academy-Related Data in the NAF Data Center at www.naf.org and provide other relevant data as requested.

C. YOP

During each of the three years of this Contract, each year the SCHOOL DISTRICT has the opportunity to identify sites interested in applying to become a NAF academy. To secure the YOP rate of \$6,000 per Academy during the year of application, three (3) or more YOPs and/or Fast Tracks must be opened per year for agreed upon services and DISTRICT/SCHOOLS commitment to the YOP process. *If less than three (3) sites (combination of YOP and Fast Track) apply, the YOP fee per year will be \$8,000 per Academy per year of this Contract for agreed upon services and District commitments to the YOP process.*

In support of the effective development of a career-themed small learning community in the form of a NAF academy, NAF and the DISTRICT/SCHOOLS agree to the following:

- I. To support this effort, examples of what NAF provides:
 - A. Data driven support
 - i. Fifteen Standards of Practice
 - 1. YOP Academy Snapshot, completed two times annually
 - II. NAF Academy Assessment, graduation eligibility
 - B. Year of Planning procedures and tools
 - i. NAF academy development model
 - ii. YOP Guidebook
 - iii. Planning team performance coaching
 - iv. A series of online learning modules
 - v. Resources and templates, evidence binder development
 - C. NAF Annual Conference targeted at building fidelity to NAF Model



- D. Academy development site visits
- E. NAF curriculum online access
- F. Access to NAF.org website through a secure, password-protected ID
- G. Access to the NAF online data center, as appropriate

II. SCHOOL & DISTRICT ROLES. Districts and schools play important roles in the development and implementation of academies. To support this effort it is expected that the SCHOOL and SCHOOL DISTRICT will:

- A. Pay a one-time, non-refundable except as specifically provided in the termination provision in Part V of this Contract, YOP services fee of (\$6,000 per academy in the year of application if 3 or more YOPs and/or Fast Tracks are being opened per year or \$8,000 per academy if less than 3) to NAF
- B. Provide resources and support to send at least two YOP planning team members to required YOP summer work sessions at NAF's annual Conference in July 2016, 2017, and/or 2018 based on selected prepayment options outlined in Section III.
- C. Complete the two YOP Academy Snapshots and YOP Graduation Academy Assessment
- D. Provide planning time and resources for teacher collaboration on developing an interdisciplinary, project-based program of study, in accordance with NAF, district, and state standards.
- E. Provide time and space for minimum of bi-weekly academy planning team meetings.
- F. Provide release time and space for academy development site visits with academy planning team members, including the school principal.
- G. Provide the YOP Academy Design Team time and access to resources necessary to develop schedules for the academy student cohort.
- H. Establish and maintain a working relationship with partners from the business community, as well as post-secondary experts in related academy theme areas.
- I. Establish, manage, and administer a supportive budget that meets the needs of the academy planning team.
- J. Seek opportunities to secure outside funding and oversee development of grant letters and proposals.
- K. Complete a YOP digital evidence binder, which will include a representation of the work done throughout the YOP journey, as designated in the YOP Guidebook.
- L. Identify and schedule cohorts of academy students in each grade-level that will share a minimum of one (1) to two (2) academic courses.



III. YOP Attendance at NAF Annual Conference:

- A. NAF will conduct a YOP Session at the 2016/2017/2018 annual Conferences. YOP sites will be required to attend scheduled orientation sessions (if they have not received those) as a condition of continued good standing in the YOP cohort. For local budget flexibility, NAF provides the prepayment options delineated in section III.B., for as few as zero (0) and as many as designated ("Prepaid YOP Conference attendees") to attend the annual conference in 2016, 2017, and/or 2018 inclusive of conference registration fees, and up to 4 nights lodging costs per person.
- B. The SCHOOL DISTRICT and or SCHOOL SITE will choose the following option:
 - Option 1- The SCHOOL DISTRICT will pay only the standard YOP fees. All costs associated with sending required YOP academy planning team members (minimum of two staff members) to NAF's annual conferences is provided by the district or other local funding.

D. Fast Track

If the SCHOOL DISTRICT elects the Fast Track option, it will pay an evaluation fee per existing career-themed Academies to become national certified Academies at (\$2,500) per Academy for agreed upon services and SCHOOL DISTRICT commitments to the Fast Track application process. The Academies must complete the NAF Academy Assessment and develop a digital evidence folder to exhibit the established standards. In cases where the Academies assess out at Member Status with demonstrated evidence, they will be accepted into the NAF Network.

Part II -- Budget Table

SUMMARY OF SERVICES	AMOUNTS
Year 1: 2015-2016	
Membership Fees (26 Academies at \$1,600 per Academy)	\$41,600
Year 2: 2016-2017	
Membership Fees (26 Academies at \$1,600 per Academy)	\$41,600
YOP Fee (\$6,000 per Academy if more than 3 apply; \$8,000 per academy if three or less apply)	*TBD
Fast Track at \$2,500 per Academy	**TBD
Year 3: 2017-2018	
Membership Fees (26 Academies at \$1,600 per Academy)	\$41,600
YOP Fee (\$6,000 per Academy if more than 3 apply; \$8,000 per academy if three or less apply)	*TBD
Fast Track at \$2,500 per Academy	*TBD
TOTAL for all 26 Academies for three years	\$124,800
TOTAL if maximum YOPs and Fast Tracks are options plus 12 additional Membership Fees	\$202,000

*The maximum amount for YOP services for the term of this Agreement if 4 additional YOPs are added during the 2016-17 school year and 4 additional YOPs are added during the 2017-18 school year will be \$48,000.00

**The maximum amount for the Fast Track option for the term of this Agreement if 2 Fast Tracks are added during the 2016-17 school year and 2 additional Fast Tracks are added during the 2017-18 school year will be \$10,000.00

Note: Any newly open academy added during the 2016-17 and/or 2017-18 school year will increase the overall annual membership fee from \$41,600.00 to a maximum of \$60,800.00 (26 existing Academies @ \$41,600 + 12 additional Academies @ \$19,200 = 38 Academies @ \$1,600.00 per Academy = \$60,800.00 annual Membership fee)



Part III. Period of Contract

- A. 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

- A. NAF shall invoice the SCHOOL DISTRICT for services rendered by September 23, of each year

Part V. Terms of the Contract

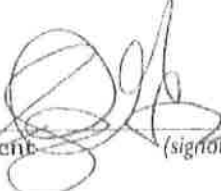
- A. Within sixty days of the signing of this agreement, either party may give the other written notice that it wishes to terminate for any reason, with full reimbursement of fees to the SCHOOL DISTRICT.
- B. This Agreement shall continue in existence until the occurrence of any of the following: either (1) the parties mutually agree that the school has successfully completed all YOP requirements and is eligible for consideration for full membership in the NAF Network, as defined under separate membership agreement; or (2) the parties mutually agree to terminate; or (3) either party gives the other written notice that it wishes to terminate, in which event the termination becomes effective on the last day of the semester in which the notice is given.
- C. Upon any termination of this agreement, the SCHOOL DISTRICT, and the NAF Academy program created hereunder, shall cease to be a member of Year of Planning Class within the National Academy Foundation Network, and all rights of the SCHOOL DISTRICT to participate in or receive assistance or materials from NAF to access restricted areas of the National Academy Foundation website and to use the name, logo, or other trademarks or service marks of NAF and the academies, shall also cease. Upon termination, all NAF/Academy Materials (including all copies of such materials) in the SCHOOL DISTRICT's possession shall, upon NAF's request, be returned to the NAF national headquarters. NAF/academy materials which are not requested to be returned to NAF shall be destroyed by the SCHOOL DISTRICT, and the SCHOOL DISTRICT shall confirm to NAF that all such materials have been destroyed. Upon termination, any and all rights of the SCHOOL DISTRICT to use, disclose to or distribute the NAF/academy materials to others, for any purpose whatsoever, in any form or format whatsoever, shall cease.

[Signature Pages Follow]



V. EXECUTION

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

	JD Hoyer	NAF	9/29/15	
President	(signature)	(Print)	(Organization)	(Date)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

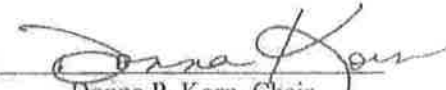
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**THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA**

ATTEST:



Robert W. Runcie,
Superintendent of Schools

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:

 7-1-15
Office of the General Counsel