



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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| MEETING DATE | 2019-07-23 10:05 - Regular School Board Meeting |
| AGENDA ITEM | ITEMS |
| CATEGORY | EE. OFFICE OF STRATEGY & OPERATIONS |
| DEPARTMENT | Procurement & Warehousing Services |

| | |
|-----------------------|---|
| Special Order Request | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Time | |
| Open Agenda | <input checked="" type="radio"/> Yes <input type="radio"/> No |

ITEM No.:

EE-9.

TITLE:
Direct Negotiation Agreement - FY20-085 - Development of Student-Owned and Operated Businesses Curriculum Program

REQUESTED ACTION:
Approve the recommendation for the above Agreement. Contract Term: August 1, 2019 through July 31, 2022, 3 Years; User Department: Career, Technical, Adult & Community Education; Award Amount: \$255,000; Awarded Vendor(s): Network for Teaching Entrepreneurship, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
The NFTE program allows students to experience and learn the development and operation of entrepreneurship. Project-based learning and other guided classroom activities culminate in a regional competition, where students present their business plans and product designs. All schools were vetted as to their interest and commitment to the fidelity of the program. Based on this process, schools accepted to participate. 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:
The estimated financial impact to the District will be \$255,000. The funding source will come from CTACE general funds and/or district Perkins funds. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

| | |
|---------------------|---------------------|
| Name: Enid Valdez | Phone: 754-321-8444 |
| Name: Mary C. Coker | Phone: 754-321-0501 |

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
7/15/2019, 1:43:08 PM

Approved In Open Board Meeting On: **JUL 23 2019**
By: *Heather P. Burkwood*
School Board Chair

EXECUTIVE SUMMARY

Direct Negotiation Agreement FY20-085 – Development of Student-Owned and Operated Businesses Curriculum Program

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the new agreement between Network for Teaching Entrepreneurship, Inc. (NFTE) and The School Board of Broward County, Florida (SBBC), for three (3) years, starting August 1, 2019 through July 31, 2022. The agreement provides entrepreneurship programs that inspire young people from under-resourced communities to stay in school, to recognize business opportunities, and to plan for successful futures.

The spending authority being requested is \$255,000.

Goods/Services Description:

Responsible: Career, Technical, Adult & Community Education (CTACE)

The NFTE program allows students to experience and learn the development and operation of entrepreneurship. Project-based learning and other guided classroom activities culminate in a regional competition, where students present their business plans and product designs. All schools were vetted as to their interest and commitment to the fidelity of the program. Based on this process, schools accepted to participate.

Schools Included:

High Schools:

Blanche Ely High School
Coconut Creek High School
Cypress Run Educational Center
Deerfield Beach High School
Dillard High 6-12 Center
Flanagan High School
Hallandale High School
McArthur High School
Northeast High School
Nova High School
Piper High School
theCUBE@Stranahan High School

Middle Schools:

Apollo Middle School
Plantation Middle School
Nova Middle School
McNicol Middle School
Crystal Lake Middle School
Deerfield Beach Middle School
Parkway Middle School
William Dandy Middle School
New River Middle School

Managing Department/School:

Career, Technical, Adult & Community Education (CTACE) Department.

Evaluation Plan:

NFTE provides for the evaluation of the updating and maintaining of data collection and online teacher resources to support the delivery of the NFTE program.

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**Procurement Method
Responsible: PWS**

Direct negotiation was conducted with the vendor based on Purchasing Policy 3320. Pursuant to the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived as for the SBBC's purchase of educational services.

**Financial Impact:
Responsible: PWS and CTACE**

The spending authority being requested is \$255,000 and will be taken from CTACE general funds and/or district Perkins funds.

| Year | Amount |
|---------------------|-------------------------|
| <u>2019/2020</u> | <u>\$ 85,000</u> |
| <u>2020/2021</u> | <u>\$ 85,000</u> |
| <u>2021/2022</u> | <u>\$ 85,000</u> |
| <u>Total</u> | <u>\$255,000</u> |

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the contract award amount.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 23rd day of July, 2019, 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

NETWORK FOR TEACHING ENTREPRENEURSHIP, INC.
(hereinafter referred to as "NFTE"),
whose principal place of business is
120 Wallstreet, 18th Floor, NY, NY, 10005

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 under-resourced 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 their futures.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good 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 3.05 of this Agreement, the term of this Agreement shall commence on August 1, 2019 and conclude on July 31, 2022.

2.02 **Nurturing Entrepreneurial Leaders in Broward County.** NFTE shall provide its comprehensive entrepreneurship programming including curriculum, 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 listed in **Exhibit A**. The NFTE and SBBC share a commitment of these overarching outcomes in this Agreement and to continuous program improvements to assure the greatest possible academic results and improvements in instruction for Broward County students.

2.03 **NFTE Responsibilities.** NFTE shall:

- 1) Provide SBBC with digital access to curriculum through Instructure (Canvas) to all district students at the proposed schools.
- 2) Provide training and certification through NFTE University for teachers new to the NFTE program, and ongoing professional development opportunities for all teachers implementing the curriculum.
- 3) Update and maintain data collection and online teacher resources to support delivery of the NFTE program.
- 4) Provide on-going technical assistance and program support including site visits.
- 5) Recruit and coordinate classroom volunteers to serve as guest speakers, business plan advisors and business plan judges.
- 6) Provide district 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 the Model Teacher Challenge and the Global Young Entrepreneur of the Year Award. NFTE will provide access to NFTE alumni network including ongoing business advice and scholarship opportunities.
- 7) Allow SBBC to add or subtract the number of schools listed in **Exhibit A**, thereby decreasing or increasing the amount, respectively, by a written amendment to this Agreement.

2.04 **SBBC Responsibilities.** SBBC shall:

- 1) Select teachers from the preapproved list of schools with NFTE program manager/lead associate (no later than August 30th each year), who fit the CET profile, and fully commit to teach the NFTE curriculum and the experiential activities/PBL components that are part of the NFTE experience for the students.
- 2) 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.
- 3) Ensure that each NFTE CET teaches a minimum of at least one NFTE class each year.
- 4) Provide requested student-level data to NFTE for participants in NFTE curriculum (e.g., graduation rates, attendance, test scores, infraction rates, as needed).
- 5) Commit to a minimum of two (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 two (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).
- 6) Meet with NFTE staff as requested during the year as reasonably agreed upon between BCPS CTACE and NFTE staff.

- 7) Provide on-site logistical support to the CET, as needed.
- 8) Encourage and support each CET to collaborate with NFTE, which includes professional development opportunities provided by NFTE.
- 9) Seek pre-approval from NFTE for all press releases and grant reports that mention NFTE
- 10) Inform NFTE immediately of changes to NFTE classes at its site including staff changes and discontinuation of NFTE program.
- 11) Adhere to NFTE requirements for financial accountability.
- 12) Encourage each CET to deliver the agreed upon NFTE student experience, inclusive of performance tasks and assessments.

2.05 **SBBC Disclosure of Education Records.**

- (a) SBBC shall disclose education records for the below purpose(s):
 - 1) create user accounts
 - 2) for enrollment in incentive competitions
- (b) SBBC will provide NFTE with the following education records:
 - 1) student first and last name
 - 2) school name and district
 - 3) school identification number
- (c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing the education records listed in this section.
- (d) Regarding NFTE's publicity activities that use photographs, videotapes and/or education records or student information of SBBC students, parents/guardians and students age 18 or over who want to participate shall sign an NFTE release form, accompanied by an SBBC notification letter informing them the request for participation is not sponsored by the District and they have the right to refuse participation.

2.06 **NFTE Confidentiality of Education Records.**

- (a) Notwithstanding any provision to the contrary within this Agreement, NFTE shall:
 - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - 2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;
 - 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require

the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target, advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) NFTE shall, 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. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **SBBC Disclosure of Employee Information.**

(a) SBBC shall disclose employee records for the purpose(s) as follows: NFTE will utilize employee's information to create and maintain user account.

(b) SBBC will provide the following employee information to NFTE:

- 1) first and last name
- 2) school email address
- 3) school name

(c) NFTE shall not use the employee records listed for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee. Additional purposes may include publicity and competition, which will require employee consent.

2.08 **Cost and Payment.** SBBC shall pay NFTE Eighty-Five Thousand Dollars and 00/100 Cents (\$85,000.00) per school year for satisfactory performance of the program provided in the 2019-20, 2020-21, 2021-22 school years for the schools listed in **Exhibit A**. NFTE shall provide SBBC with an appropriate invoice and SBBC shall pay net thirty (30) calendar days.

2.09 **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 applicable 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 the applicable business records of NFTE directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **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 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.

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

(c) 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.

(d) 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 SBBC's denial of some or all of any NFTE's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by NFTE in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by NFTE. If the audit discloses billings or charges to which NFTE is not contractually entitled, NFTE shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, 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 Payees' 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.

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

With a Copy to: Career, Technical, Adult and Community Education,
Director
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To NFTE: Shawn Osborne, President/CEO
Network for Teaching Entrepreneurship, Inc.

120 Wall Street, 18th Floor
New York, New York 10005

With a Copy to:

Larisa Mueller, VP of Finance and Administration
Network for Teaching Entrepreneurship, Inc.
120 Wall Street, 18th Floor
New York, New York 10005

2.11 **Background Screening.** NFTE shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468 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 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. 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 from NFTE's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467 and 1012.468 Florida Statutes.

2.12 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. NFTE 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, NFTE 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. NFTE 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 NFTE does not transfer the public records to SBBC. Upon completion of the Agreement, NFTE shall transfer, at no cost, to SBBC all public records in possession of NFTE or keep and maintain public records required by SBBC to perform the services required under the Agreement. If NFTE transfers all public records to SBBC upon completion of the Agreement, NFTE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NFTE keeps and maintains public records upon completion of the Agreement, NFTE 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 754-321-1900,

**RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK
MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600
SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.13 **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 this 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 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 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 owned or controlled by SBBC; or the negligence of NFTE or the negligence of VENDO's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by NFTE, SBBC or otherwise.

2.14 **Insurance Requirements.** NFTE shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** NFTE shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** NFTE shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** NFTE shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** NFTE shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by NFTE to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit NFTE to remedy any deficiencies. NFTE must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. NFTE is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.15 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.

2.16 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.

2.17 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.

2.18 **Incorporation by Reference.** Exhibit A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 Agreement.

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, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) calendar days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro*

rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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 **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.

3.07 **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.

3.08 **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 exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **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.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **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.

3.12 **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 affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **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.



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Heather P. Brinkworth
Heather P. Brinkworth, Chair

ATTEST:

Robert W. Runcie
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@gbrowardschools.com
Reason: Network for Teaching Entrepreneurship, Inc.
Date: 2019.06.25 16:39:57 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR NFTE:

(Corporate Seal)

**NETWORK FOR TEACHING
ENTREPRENEURSHIP, INC.**

ATTEST:

By [Signature]

Name Jeannine Schloss

Title Senior Regional Director

, Secretary

[Signature]
Witness Antonia Fontanarza
[Signature]
Witness Claudia Elena Wilkerson

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17 day of
June, 2019 by Jeannine Schloss of

Name of Person

NFTE, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced FDPL as

identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Nov. 1, 2019

[Signature]
Signature - Notary Public

Antonia Fontanarza
Printed Name of Notary

FF-916099

Notary's Commission No.

(SEAL)



Exhibit A

| No. | School | Program(s) | # of Teachers | Amount |
|---|----------------------------------|--|----------------------|--------------------|
| 1. | Apollo Middle School | Start Up Tech Entrepreneurship 1 | 1 | \$5,000.00 |
| 2. | Blanche Ely High School | Entrepreneurship 1 | 2 | \$5,000.00 |
| 3. | Coconut Creek High School | Entrepreneurship 1 | 1 | \$2,500.00 |
| 4. | Crystal Lake Middle School | Entrepreneurship 1 | 1 | \$2,500.00 |
| 5. | Cypress Run Alternative | Entrepreneurship 1 | 1 | \$2,500.00 |
| 6. | Deerfield Beach High School | Entrepreneurship 1 | 1 | \$2,500.00 |
| 7. | Dillard High 6-12 Center | Start Up Tech Entrepreneurship 1 | 4 | \$10,000.00 |
| 8. | Flanagan High School | Start Up Tech | 1 | \$2,500.00 |
| 9. | Hallandale High School | Entrepreneurship 1 Entrepreneurship 2 | 1 | \$5,000.00 |
| 10. | McArthur High School | Entrepreneurship 1 | 1 | \$2,500.00 |
| 11. | McNicol Middle School | Start Up Tech | 1 | \$2,500.00 |
| 12. | Northeast Senior High School | Entrepreneurship 1 | 2 | \$5,000.00 |
| 13. | Nova High School | Entrepreneurship 1 | 1 | \$2,500.00 |
| 14. | Nova Middle School | Start Up Tech | 1 | \$2,500.00 |
| 15. | Piper High School | Entrepreneurship 1 | 2 | \$2,500.00 |
| 16. | Plantation Middle School | Start Up Tech | 1 | \$2,500.00 |
| 17. | #theCUBE & Stranahan High School | Entrepreneurship 1 Entrepreneurship 2 | 2 | \$7,500.00 |
| 18. | Deerfield Beach Middle School | Start Up Tech | 1 | \$5,000.00 |
| 19. | Parkway Middle School | Start Up Tech | 1 | \$5,000.00 |
| 20. | William Dandy Middle School | Start Up Tech | 1 | \$5,000.00 |
| 21. | New River Middle School | Start Up Tech | 1 | \$5,000.00 |
| Total (per school year: 2019-20, 2020-21, 2021-22) | | | | \$85,000.00 |

