

**FIRST AMENDMENT TO
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 2020, 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 Wall Street, 18th Floor, New York, New York 10005

WHEREAS, SBBC and NFTE entered into an Agreement on July 23, 2019, for a term beginning August 1, 2019 through July 31, 2022 (hereafter "Agreement"); and

WHEREAS, the Agreement provides entrepreneurship that inspires young people from under-resourced communities to stay in school, to recognize business opportunities, and to plan for successful futures; and

WHEREAS, the parties mutually desire to amend **Exhibit A** of the Agreement to revise the schools receiving NFTE educational programming.

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 are 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 amend the Agreement, by deleting and replacing **Exhibit A** with **Revised Exhibit A** to revise the school sites served from July 21, 2020 through July 31, 2022 as follows:

- a) The schools being added are numbers 2, 10, 23, 25, and 26.
- b) Coconut Creek High School was turned into a Zone, which is now number 24.

REVISED EXHIBIT A

No.	School	Program(s)	# of Teachers	Amount
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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)	\$85,000.00
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No.	School	Program(s)	# of Teachers	Cost
22.	Apollo Middle School	Start Up Tech Entrepreneurship 1	1	\$5,000.00
23.	Attucks Middle School	Entrepreneurship 1	1	\$2,500.00
24.	Blanche Ely High School	Entrepreneurship 1	2	\$5,000.00
25.	Crystal Lake Middle School	Entrepreneurship 1	1	\$2,500.00
26.	Cypress Run Alternative School	Entrepreneurship 1	1	\$2,500.00
27.	Deerfield Beach High School	Entrepreneurship 1	1	\$2,500.00
28.	Dillard High School 6-12 Center	Start Up Tech Entrepreneurship 1	4	\$10,000.00
29.	Flanagan High School	Start Up Tech	1	\$2,500.00

30.	Hallandale High School	Entrepreneurship 1 Entrepreneurship 2	1	\$5,000.00
31.	Henry D. Perry Education Center	Entrepreneurship 1	1	\$2,500.00
32.	McArthur High School	Entrepreneurship 1	1	\$2,500.00
33.	McNicol Middle School	Start Up Tech	1	\$2,500.00
34.	Northeast Senior High School	Entrepreneurship 1	2	\$5,000.00
35.	Nova High School	Entrepreneurship 1	1	\$2,500.00
36.	Nova Middle School	Start Up Tech	1	\$2,500.00
37.	Piper High School	Entrepreneurship 1	2	\$2,500.00
38.	Plantation Middle School	Start Up Tech	1	\$2,500.00
39.	#theCUBE & Stranahan High School	Entrepreneurship 1 Entrepreneurship 2	2	\$7,500.00
40.	Deerfield Beach Middle School	Start Up Tech	1	\$5,000.00
41.	Parkway Middle School	Start Up Tech	1	\$5,000.00
42.	William Dandy Middle School	Start Up Tech	1	\$5,000.00
43.	New River Middle School	Start Up Tech	1	\$5,000.00
44.	Boyd Anderson High School Zone (includes Lauderdale Lakes MS)	Entrepreneurship 1 Entrepreneurship 2 Entrepreneurship Essentials	Unlimited	\$5,000.00
45.	Coconut Creek High School Zone (includes Margate MS & Silver Lakes MS)	Entrepreneurship 1 Entrepreneurship 2 Entrepreneurship Essentials	Unlimited	\$5,000.00
46.	Fort Lauderdale HS Zone (includes Sunrise MS)	Entrepreneurship 1 Entrepreneurship 2 Entrepreneurship Essentials	Unlimited	\$5,000.00
47.	Western High School Zone (includes Indian Ridge MS)	Entrepreneurship 1 Entrepreneurship 2 Entrepreneurship Essentials	Unlimited	\$5,000.00

Total (per school year: 2020-21, 2021-22)	\$107,500.00
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The following provisions shall delete and replace Section 2.08 in the Agreement:

2.08 **Cost and Payment.** SBBC for shall pay NFTE for satisfactory performance of the program for the schools listed in **Exhibit A** as detailed below. NFTE shall provide SBBC with an appropriate invoice and SBBC shall pay net thirty (30) calendar days.as per the below:

- a) Eighty-Five Thousand Dollars and 00/100 Cents (\$85,000.00) for the 2019-20 school year.
- b) One Hundred and Seven Thousand Dollars and 00/100 Cents (\$107,500.00) for the 2020-21 school year.
- c) One Hundred and Seven Thousand Dollars and 00/100 Cents (\$107,500.00) for the 2021-22 school year.

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 First Amendment to Agreement; then
- b) 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 First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First 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 First Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

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]
Signature

_____, Secretary

Printed Name: Jeanine Schloz

Title: VP, Interim Operations

[Signature] or-
Witness

[Signature]
Witness

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14th July 2020 day of July, on behalf of the

by Jeanine Buller Schloz of _____, on behalf of the

corporation/agency. He/She is personally known to me or produced FL 5420422786310 as identification and did/did not first take an oath.

Type of Identification
My Commission Expires: Enter expiration date
11/29/2022

[Signature]
Signature - Notary Public

MARtha Mendible
Printed Name of Notary

GG 280552
Notary's Commission No.

