

RENEWAL OF SERVICES AGREEMENT

Vendor No: 21089

THIS RENEWAL OF SERVICES AGREEMENT ("**Renewal Agreement**") is entered into as of the 1 day of November, 2018 between NETWORK FOR TEACHING ENTREPRENEURSHIP ("**Vendor**") and the BOARD OF EDUCATION OF THE CITY OF CHICAGO ("**Board**").

RECITALS

- A. The parties entered into a Services Agreement ("**Agreement**") dated November for a term commencing November 1, 2017 and ending October 31, 2018 pursuant to Chief Procurement Officer Report No.: 18-0406-CPOR-1924.
- B. The original Agreement gave the parties (3) option(s) to renew the Agreement for additional periods of (12) months each.
- by this Renewal Agreement, the parties are exercising the only renewal option; there are no renewal options remaining, **OR**
 - by this Renewal Agreement, the parties are exercising the first renewal option and there are/is (2) renewal option(s) remaining; **OR**
 - the parties have exercised ___ of the renewal option(s) and there are/is ___ renewal option(s) remaining.
- C. The parties now desire to renew the Agreement for the period commencing November 1, 2018 and ending October 31, 2019 on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that the Agreement is renewed as follows:

1. **DEFINED TERMS**. All defined terms used herein shall have the same meaning as in the Agreement unless otherwise defined herein or unless the context requires a different meaning or connotation.
2. **RENEWAL TERM**. The Term of the Agreement shall be renewed for a period commencing November 1, 2018 and ending October 31, 2019 ("**Renewal Term**").
3. **SCOPE OF SERVICES AND DELIVERY OF MATERIALS**. During this Renewal Term, Vendor shall: ***(Check one box only. If the services to be provided during this Renewal Term are different than the original Scope of Services and Materials, a new Scope of Services will need to be attached to this document.)***
 - Continue to provide the Services and Materials, if applicable, as set forth in the Agreement, including all exhibits attached thereto,
 - OR**
 - Provide the revised Services and Materials, if applicable, as set forth in Exhibit A, Scope of Services and Time Limits for Performance, attached hereto and incorporated herein by reference.
4. **COMPENSATION**. The total maximum compensation payable to Vendor under this Renewal Agreement ***shall not exceed*** Forty-Three thousand Dollars (\$43,000). Payments shall be made as specified in the "**Schedule of Compensation**" attached hereto and incorporated herein by reference as Exhibit B.
5. **BACKGROUND CHECK**. Vendor represents and warrants that it shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other

RENEWAL AGREEMENT

procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor who may provide Services (individually and collectively "**Staff**") ("**Background Check**"). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered "contact" for purposes of this Section. Vendor shall not allow any Staff to: (1) provide Services until the Board has completed a DNH Check; or (2) have contact with students until Vendor has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

a. **Do Not Hire List.** As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may provide Services hereunder by checking the Board's "Do Not Hire" ("**DNH**") records ("**DNH Check**"). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not provide Services hereunder.

b. **Criminal History Records Check.** Vendor shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board's contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) ("**Criminal History Records Check**"). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access any Board facility and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:

- i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
- ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
- iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.

c. **Department of Children and Family Services Check.** At Vendor's cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services ("**DCFS**") State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students ("**DCFS Check**"). Vendor shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not provide Services, shall not access a Board facility and shall not have contact with any CPS student hereunder.

d. With respect to each Background Check, Vendor further represents and warrants that Vendor shall:

- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
- ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
- iii. Confirm with the Board's Chief of Safety and Security that each respective Staff

RENEWAL AGREEMENT

has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;

iv. Not allow: (a) any Staff to provide Services until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check provide Services under this Agreement;

v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by Board of the Background Check and its update process; and

vi. Immediately remove from providing Services and terminate access for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.

e. Allocation of Costs and Liquidated Damages. Vendor is obligated to cause the Background Check to be performed for all Staff, and Vendor shall be responsible for the costs of such Background Check. Whether or not Vendor allocates the costs to its subcontractors shall not affect Vendor's obligations in this Section.

If Vendor fails to comply with this Section, in whole or in part, then, in addition to the Remedies set forth in the Agreement, the Board may exercise additional remedies, including but not limited to: (i) withholding payments due under the Agreement, and any other agreement Vendor may have or enter into with the Board until Vendor remedies such non-compliance to the Board's reasonable satisfaction; (ii) immediately terminating the Agreement without any further obligation by the Board of any kind (other than payment for Services previously rendered pursuant to the terms herein); (iii) seeking liquidated damages; (iv) or taking any other action or remedy available under the Agreement or by law.

Liquidated damages shall be calculated as \$5,000.00 per breach of this Section, which, for purposes of clarity, for the aggregate calculation of liquidated damages, will include each instance of contact with CPS students by Staff as a separate breach. It is understood and agreed that Vendor's non-compliance with this Section shall constitute a material breach of this Agreement.

6. OTHER TERMS. Except as expressly amended by this Renewal Agreement, all other terms and conditions of the original Agreement shall remain unchanged and continue in full force and effect during this Renewal Term.

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have signed this Renewal Agreement as of the date first written above.

RENEWAL AGREEMENT

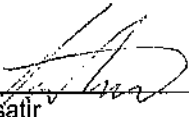
BOARD OF EDUCATION OF THE
CITY OF CHICAGO

By: _____


Jonathan Maples
Chief Procurement Officer

NETWORK FOR TEACHING ENTREPRENEURSHIP

By: _____


Scott Nasatir
Sr. Regional Director

Attest _____

By: _____

Its: _____

CPOR NO: 19-0312-CPOR-7084-1

Attachments:

Exhibit A– Scope of Services and Time Limits for Performance (*Attach if applicable*)

Exhibit B – Schedule of Compensation (*Attach if applicable*)

[Rest of this page left intentionally blank.]

RENEWAL AGREEMENT

EXHIBIT A

SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE

Check **and** initial **one** of the following.

____ (*Initial*) The Scope of Services for this Renewal Term shall be as set forth in the original Agreement and all exhibits attached thereto.

OR

CG (*Initial*) The Scope of Services and Time Limits for Performance for this Renewal Term are attached to this Renewal Agreement and incorporated herein. (*See attached.*)

RENEWAL AGREEMENT

EXHIBIT B

SCHEDULE OF COMPENSATION

[Please include details: The unit rate (fee per hour, day, week, month, per acceptance of deliverables, etc.) for the services to be provided, including any: (1) payment schedule, (2) hourly, daily or unit rates, and/or (3) a line item budget. Also include any other detailed information for a full understanding of the contract's cost.]

Check **and** initial **one** of the following.

____ *(Initial)* The compensation amount and payment schedule for this Renewal Term shall be the same as set forth in the original Agreement, including all exhibits regarding same.

OR

CG *(Initial)* A Schedule of Compensation is included as part of Exhibit A, Scope of Services and Time Limits for Performance, attached to this Renewal Agreement.

OR

____ *(Initial)* A Schedule of Compensation effective for this Renewal Term is attached hereto as Exhibit B. *(See attached.)*

Name of Project: **Entrepreneurship Education Program**

CPS Project Manager: **Kye-Anne Wilborn**

Phone: 773/553-2461

E-Mail: KWWilborn@cps.edu

Consultant's Project Manager: **Scott Nasatir**

Phone: 773-297-9730

E-Mail: ScottN@NFTE.com

Period of Performance: November 1, 2018 until October 31, 2019
NOVEMBER 2018 until OCTOBER 2019

This Scope of Services will be conducted pursuant to the terms and conditions of this Agreement ("Agreement") dated November 1, 2018 by and between NFTE ("Consultant") and The Board of Education of the City of Chicago (the "Board"), commonly known as The Chicago Public Schools ("CPS"). Defined terms used in this Scope of Services will have the same meanings as those ascribed to such terms in the Agreement.

1. **SCOPE OF SERVICES:**

I. Background or Scope of Work

NFTE aligns with CTE's focus on developing the skills and knowledge needed to succeed in postsecondary education, advanced career training or immediate entry into jobs with a meaningful career path. Like CTE, NFTE provides a curriculum that combines a rigorous high school academic curriculum with training in career and technical subjects and workplace competencies. NFTE students graduate from the program with an understanding of core business knowledge as well as business communication and presentation skills that are transferable to both their post-secondary and professional careers. Students are also exposed to a network of business professionals in the Chicago community that help them recognize and seek out opportunities for mentorship and employment for the future.

II. Objectives (Purpose & Course of Action)

NFTE will focus on five goals/objectives:

- A. Engage youth in school by teaching math, reading, writing, and communication within the motivating context of starting and operating a small business.
- B. Teach young people about the market economy and how ownership leads to wealth creation.
- C. Encourage an entrepreneurial mindset so they can succeed whether they pursue higher education, enter the workforce, or become entrepreneurs.
- D. Make young people financially literate—able to save and invest to meet their life goals.
- E. Demonstrate outcomes of entrepreneurship education through research and evaluation.

III. Scheduled Activities

Include Workshops, seminars, strategic planning, training, field trips, job-shadowing, etc.

- A. Description of planned activities provided by vendor to fulfill services required..
- B. The curricula for the activity (include description, agenda and/or copies of training materials).
- C. Schedule, times and location of activity:
- D. List of individuals or schools participating or being serviced at each activity.
- E. If strategic planning is the service, when and how will it be performed?
- F. Guest speakers – if different from vendor, what are the qualifications?
- G. Additional services included: transportation, food, etc

2. **DELIVERABLES:**

Student Development and Support Services: As the centerpiece of the program, every student creates and presents an original business plan based on a NFTE template. The business plan is the vehicle through which they learn and apply the business/financial concepts learned through classroom instruction, while developing business ideas based on their own special interests and talents. By presenting their plans at business plan competitions, students also gain experience practicing their public-speaking skills. Experiential activities and field trips allow teachers to model business concepts and reinforce learning principles. Volunteers bring fresh perspectives to the classroom, an additional level of expertise in a business subject or industry, and provide a greater

support network to the young people, giving them an expanded view of the world and the opportunities they may have never before dreamed possible.

Teacher Development and Support: A key program standard for NFTE is to ensure that our entrepreneurship programs are taught by NFTE-certified teachers and that these teachers have access to ongoing professional development opportunities so that they continually improve their effectiveness in the classroom. In order to ensure that teachers use the curriculum effectively as well as stay current on all emerging business trends related to small business development, NFTE provides meaningful ongoing professional development and support both locally and nationally. NFTE provides support through a variety of different avenues such as curriculum certification, professional development seminars, webcasts, local and national retreats, and awards and recognition programs. Teachers that attend professional development seminars provided by NFTE receive both a certificate of completion endorsed by NFTE Chicago as well as CPDU hours approved by CTE.

Programmatic Support and Consulting: NFTE will provide consulting to certified teachers on structuring syllabi and programmatic elements as well as on-site support to assess classroom needs and areas of volunteer engagement. In addition to the above, NFTE will assist CTE administration to consult on approaches for bringing our entrepreneurship curriculum to more content areas within CTE's broader programming in order for more students to recognize the power of entrepreneurship and ownership in their field of study.

PERFORMANCE MILESTONE/DELIVERABLE SCHEDULE:

Deliverable	Delivery Date / Milestone	Expected Outcome
36 Week Curriculum and Course Mapping	November 2018	Full Curriculum, Course Mapping and Lessons Plans
Lesson Plans aligned to Common Core Standards	November 2018	Provide Lesson Plans for entire 36 week program
Business Plan Development	March 2019	All students enrolled in the Entrepreneurship course will complete Business Plans
Business Plan Competitions	April 2019	Vendor will provide means to host student Business Plan Competition for all participants
Four Professional Development Sessions	November 2018 through May 2019	Teacher Professional Development session on implementing curriculum and best practices
Guest Speakers	November 2018 through May 2019	Provide at least one guest speaker per month per classroom services
In-Class program support	November 2018 through May 2019	Vendor will support teachers through planning, modeling, co-teaching and observing
Online Professional Learning Community	November 2018 through May 2019	Vendor will host/provide the opportunity for teachers to have an online Professional Learning Community as a resource
NFTE staff and CPS staff will meet prior to program	August 2018	Review plans for the school year and discuss anticipated support needs for participating campuses.
NFTE staff and CPS staff will meet during quarterly teacher PD Sessions	October 2018, November 2018, January 2019, March 2019	NFTE professional development sessions assess and plan program support.
NFTE staff and CPS staff will meet after program completion	June 2019	Review the year's program outcomes and the incidence of behavior problems in classrooms where there is a substitute teacher in charge.

3. **OUTCOMES:**

Students: Completion of individual or partner student business plans using NFTE business plan template Students will be able to present business plans showing proficiency in understanding of key business concepts related to small business development (opportunity recognition, marketing, marketing research, costs, financial statements, etc). Students that successfully complete the NFTE program gain knowledge that demonstrates that they have completed a rigorous high school academic curriculum. They also can demonstrate practical workplace skills and competencies that will allow them to be a successful employer or employee. Students who do not participate in or complete the program will not have the opportunity to learn or demonstrate understanding of these essential business skills. These students will not be eligible to compete in NFTE's competitions and more importantly, will not learn the basics of how to start their own business and earn income for themselves and their families. In addition, those students will not have access to the hundreds of business professionals who visit NFTE classes. Finally, non-NFTE students do not receive the post-secondary opportunities regarding jobs, internships, and college scholarships NFTE students receive.

Teachers: Mutually agreed upon 1 year syllabi using NFTE curriculum; Mutually agreed upon set of assessment check points that will determine if student is on track to complete learning objectives; Continued support from NFTE staff and volunteers; Professional development seminars.

By being a part of the NFTE teaching corps, teachers gain access to many professional development opportunities that when taken advantage of can make them stronger, more successful teachers.

4. **PRICING/RATES:**

Owning Your Future NFTE Program	COST PER TEACHER	QUANTITY	EXTENDED COST
Initial Training – 4 Day In-Person NFTE University	\$3,000	3	\$9,000
Curriculum	\$2,000	8	\$16,000
Instructional Materials/ Supplies	\$250	8	\$2,000
Teacher Support & Professional Development Sessions	\$2,000	8	\$16,000
TOTAL PROGRAM COST 2018-19 SCHOOL YEAR			\$43,000