

# FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

**PARLANT TECHNOLOGY, INC.**  
(hereinafter referred to as “PLT”  
having its principal place of business at  
180 N. University Avenue #500 Provo, UT 84601.

**WHEREAS**, the Department of Education Rule 6A-1.012(14) which states as follows:  
“A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology (equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related materials i.e.) as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.” ; and

**WHEREAS**, SBBC 3320, Part VI - Purchasing Policies - Technology, Item C, 5, (c) **Direct Negotiation**, allows SBBC to negotiate a contract for the acquisition of technology which best fits the needs of the SBBC through direct negotiation.

**WHEREAS**, SBBC and PLT entered into an direct negotiation Agreement on April 30, 2015, to provides parentlink messaging notifications services for SBBC schools, students, and teachers in the forms of phones, text, emails, and special messaging communications and (hereinafter referred to as “Agreement”), a copy of which is attached and incorporated herein by reference, as **Exhibit A**; and

**WHEREAS**, SBBC desires to expand messaging services to include to create an uniform platform of communication throughout the District effective upon execution of this First Amendment through June 30, 2018; and

**WHEREAS**, the parties mutually desire amendment to the Agreement to add technology product and for services as detailed in **Exhibit B** which is attached and incorporated herein by reference.

**WHEREAS**, Rule 6A-1.012(14) and SBBC Policy 3320, Part VI - Purchasing Policies - Technology, Item C, 5, (c) **Direct Negotiation**, allows SBBC to negotiate directly with PLT for the additional services detailed in **Exhibit B**.

**NOW, THEREFORE**, in consideration of the promises 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:

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

2. **Term of Additional Product and Services.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of this First Amendment shall commence upon execution by all parties and conclude on June 30, 2018; and may be extended by mutual agreement for two (2) additional one year periods, and if needed, 180 days beyond the expiration date of the final renewal period.

3. **Amended Provisions.** The parties hereby agree to amend the Agreement to add the technology product and services that are more fully described in **Exhibit B**.

4. **Cost of Additional Products and Services.** The cost of the additional products and services shall be \$417,770.00 annually.

5. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect and such terms and conditions shall apply to the additional services specified herein.

6. **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.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
DR. ROSALIND OSGOOD, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel



FOR PLT

PARLANT TECHNOLOGY, INC.

ATTEST:

May B  
Secretary ~~MB~~  
Witness

By Jessica Geller  
Signature

Printed Name: Jessica Geller

Title: Counsel

-or-  
Laurie Alvarado  
Witness

\_\_\_\_\_  
Witness

STATE OF District of Columbia

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 1 day of June, 2016 by Jessica Geller of Parlant Technology Inc. Name of Person on behalf of the corporation agency. He/She is personally known to me or produced Employee ID as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Christina Pehlivanis  
Signature – Notary Public

Christina Pehlivanis  
Printed Name of Notary

(SEAL)

(Commission Expiration Date: 2/28/21)  
Notary's Commission No.



First Amendment with Parlant Technology, Inc.

FIRST  
AMMENDMENT  
EXHIBIT  
A

**CONTRACT AGREEMENT 55-119E-PARENTLINK ENGAGEMENT SOLUTIONS-  
PARLANT**

**THIS AGREEMENT** is made and entered into as of this 21<sup>st</sup> day of April, 2015, 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

**PARLANT TECHNOLOGY INC.**  
(hereinafter referred to as "PLT"),  
whose principal place of business is  
180 N. University Avenue #500 Provo, UT 84601.

**WHEREAS**, Parlant Technology Inc. is bid exempt under Section 6A -1.012, Florida Administrative Code and School board Policy 3320, Section VI- Purchasing Policies- Technology Item C (5) Direct Negotiations, Parlant for K-12 Educational Institutions; and

**WHEREAS**, Parlant Technology Inc., is currently providing parentlink messaging notifications services for SBBC schools, students, and teachers in the forms of phones, text, emails and special messaging communications; and

**WHEREAS**, SBBC wishes to continue utilizing parentlink services as developed by Parlant Technology Inc. as presented in **Exhibit A**.

**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 May 1, 2015 and conclude on June 30, 2018. The term of this agreement may be extended by mutual agreement for two additional one-year periods, and if needed, 180 days beyond the expiration date of the final renewal period.

2.02 **Service Description**

- This Parlant Parental Engagement Solution Agreement will provide services for modular options or bundles as specified in Scope of Work **Exhibit A**. The services do not include the additional services on the scope of work without further Board action.

*RRR*  
4-24-15

*TF*

- PLT to provide mass notification services to SBBC
- Services provided by PLT will include, but are not limited to the PLT ParentLink Software, and all proprietary technology (including software, hardware, processes, algorithms, user interfaces, know-how, techniques, and program documentation and other tangible or intangible material or information) made available to SBBC (Services).
- PLT will provide messaging notifications services to include unlimited emergency and non-emergency messaging.
- Unlimited test/sms messages, automated attendance, attendance history and unlimited group communications.
- Utilization of existing licenses and district's branded applications.
- Access to the public information of the following: school calendars, news, social media, school sites, sports teams and school directories.
- All other specified services listed in **Exhibit A**.

*RRR*  
4-24-15

*TF*

2.03 **Priority of Documents:** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement; then
- Second: **Exhibit A** – Scope of Work and **Exhibit B** - FERPA Addendum

2.04 **Payment Terms**

1. PLT shall bill SBBC 30 days in advance of payment due date. PLT to invoice SBBC via email monthly. Payment is due within 30 days of invoice. Payment to be received via check or wire.
2. If a purchase order is required, then SBBC will furnish PLT with purchase order within the proper time frame to have an invoice paid within 30 days' time frame.

2.05 **Rights Granted**

1. Upon (i) either payment of the subscription fees, (ii) SBBC using services, (iii) or initiation of accepted Term of Agreement and for the duration of the term defined in **Section 2.01**, PLT grants to SBBC non-exclusive, non-assignable, limited right to use the services solely for SBBC's parentlink services and are subject to the terms of this Agreement.
2. Upon the end of the Agreement or termination of services defined herein, SBBC's right to access or use the Services shall terminate.

2.06 **Ownership and Restrictions**

1. SBBC retains all ownership and intellectual property rights in and to its data.
2. PLT retains all ownership and intellectual property rights to anything developed and delivered under the Agreement.
3. SBBC may not:
  - a. Make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted);
  - b. Modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to PLT;
  - c. License, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the services or materials available, to any third party other than as expressly permitted under the terms of this agreement.
  - d. Use Services for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred, or harm, (iv) constitute an infringement of intellectual property or other proprietary rights, or (v) otherwise violate applicable laws, ordinances, or regulations;
  - e. Create additional websites without the express consent of PLT;
  - f. Place or sell advertising on sites or use sites to generate revenue or



2.07 **Inspector General Audits.** PLT 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.

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

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

To PLT: Judson Aungst  
Parlant Technology Inc.  
180 North University Avenue #500  
Provo, UT 84601

2.09 **Background Screening:** PLT agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of PLT or its personnel providing any services under the conditions described in the previous sentence. PLT 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 PLT and its personnel. The parties agree that the failure of PLT 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. PLT 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 PLT's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Insurance Requirement:**

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury  
Property Damage: \$1,000,000 General Aggregate.  
Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

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

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If PLT does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the PLT must be furnished to SBBC indicating the following: (PLT) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: proof of the required insurance must be furnished by PLT to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement No. is: All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Please include the Contract No. and Title on the Certificate of Insurance.)  
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

CANCELLATION OF INSURANCE: PLT is prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

2.11 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of 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 PLT 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 PLT, its agents, servants or employees; the equipment of PLT, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of PLT or the negligence of PLT 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 PLT, SBBC or otherwise.

2.12 **Cost of Services:** Cost of Services must remain fixed throughout the term of the contract. New services may be purchased under this agreement as specified and negotiated by SBBC.

2.13 **Representations and Obligations** The SBBC agrees to defend, indemnify and hold harmless PLT against any damages, losses, liabilities, settlements, and expenses (including without limitation, costs and reasonable attorneys' fees) in connection with any claim or action that arises from the content or effects of any messages the SBBC distributes using the Service or the SBBC's use of the Service. 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.

2.14 **M/WBE Commitment** A minimum of 5% of the amounts paid by SBBC under the Agreement will be utilized by SBBC minority vendors for subcontracting services as needed from an active SBBC Certified M/WBE vendor. The Office of Supplier Diversity and Outreach will request documents from PLT and the M/WBE to confirm participation.

2.15 **Value Added Services:** As an alternative to Section 2.14, at PLT's election, Identify Value Added Services in the form of an annual donation to the Broward Education Foundation not to exceed 5% of the amounts paid by SBBC under the Agreement. This organization's mission is to "energize and engage the extended community to transform the lives of Broward County Public School students through quality education." Broward Education Foundation provides scholarships and mentoring services for the youth of Broward

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations

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

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

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

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

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

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by

any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the applicable requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and

its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. In addition, PLT shall comply with the requirements contained in Exhibit B, which is incorporated herein by reference.

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

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

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

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC. It is understood and agreed that Blackboard Inc. has the right to invoice and collect payment on behalf of PLT.

3.17 **Incorporation by Reference.** **Exhibit A-** Scope of Work and **Exhibit B -** FERPA Addendum are attached hereto and referenced herein and shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the

scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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

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

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival**. All representations and warranties made herein, such as indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**: SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

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

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

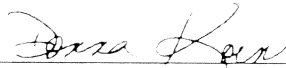


IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.


**FOR SBBC**

(Corporate Seal)

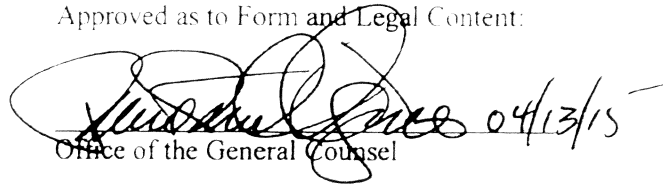
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

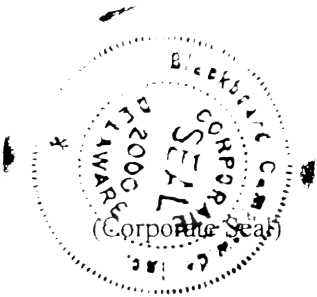
By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 04/13/15  
Office of the General Counsel



FOR PARLANT TECHNOLOGY INC.

PARLANT TECHNOLOGY INC.

ATTEST:

By [Handwritten Signature]

\_\_\_\_\_, Secretary

Witness [Handwritten Signature]

Witness [Handwritten Signature]

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.

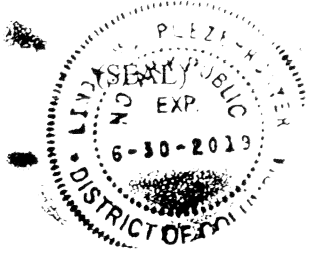
STATE OF District of Columbia  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 12 day of April, 2018 by [Handwritten Name] of Parlant Technology Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced Employee I.D. as identification and did not first take an oath.

My Commission Expires:

[Handwritten Signature]  
Signature - Notary Public  
Linda M. Pleze-Hunter  
Printed Name of Notary



\_\_\_\_\_  
Notary's Commission No.

LINDA M. PLEZE-HUNTER  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires June 30, 2019

## EXHIBIT A" SCOPE OF WORK

# ParentLink® Parental Engagement Solution

For

## Broward County Public Schools

### SCOPE OF WORK

In accordance with the requirements of Broward County Public Schools for a comprehensive ParentLink Parental Engagement Solution, Parlant Technology, Inc. is pleased to present the following Scope of Work. This scope of work includes modular options that will allow Broward County Public Schools to expand the capabilities of the system as needed in coming years. Further, we have provided discounted pricing options if Broward County Schools chooses to purchase bundled packages. Parlant Technology, Inc. is the only company that can provide the expertise, capabilities, and experience to competently and competitively provide a comprehensive communication platform that will enable the district to effectively provide information to faculty and staff, students, parents, and members of the community across a wide variety of modalities.

The ParentLink Parental Engagement Solution will continue to support the district's traditional mass notification services via telephone, email, text, etc. Depending on the District's decision to exercise options to "bolt on" the enhancement modules available in this proposal the system will also expand the capabilities of the district's existing branded app that is a fully native app for iPhone and Android devices. The modular solution can be expanded to provide parents and students with the ability to easily access grades, assignments, missing assignments, attendance history, and test and assignment scores. In addition, the solution may also provide parents with access to their children's lunch balance bus route and library balance information, including the books that are in question. In addition to a native app, the solution will also provide an HTML 5 app for devices other than iPhone and Android. With the enhanced capabilities of the district branded app, authorized district and school personnel will have the ability to easily reach out to individual students or parents to address student performance, safety, or other issues. Through the enhanced district branded app, the district will be able to increase community engagement and support by providing community members with easy access to important information about the district and schools, using the most preferred modality on the market.

The ParentLink Parental Engagement Solution, as proposed, can be enhanced to also provide the district with the ability to manage the interactions and activities taking place across all the authorized district and schools social media sites. In addition, the enhanced social media management capabilities, if procured, will provide authorized school and district personnel to monitor conversations that are taking place on non-district social media sites, which will increase the district's ability to provide meaningful content on social media that will help reduce rumors and false narratives. The social media management capability can also provide the district with the ability to identify individuals who have many followers, which will enhance the district's ability to reach out to those individuals directly.

The services that are comprised in the ParentLink Parental Engagement Solution are included on the subsequent page:



**ParentLink Price Quote: Broward County Public Schools**

| Item  | Description  | Price / Student | Quantity     | Extended            |
|---|--|-----------------|--------------|---------------------|
| <b>EXISTING AGREEMENT (Annual Renewal Term)</b> |  |                 |              |                     |
| PL-ASP-PLST<br>PL-APT                           | Existing ParentLink Communication Service - Includes unlimited emergency/non-emergency messaging, unlimited text/sms messages, automated attendance/attendance history, unlimited groups. Existing license also includes District branded app w/ access to public information including District and school calendars, news, district social media sites, school sports teams, school directory, etc.  | \$1,949.99      | 263,042      | \$512,911.92        |
| PL-APP-MNT                                      | Annual Custom Branded District App Maintenance   | \$1,000.00      | 1            | \$1,000.00          |
|   |  |                 | <b>Total</b> | <b>\$513,911.92</b> |
| PL-ASP-PLST<br>PL-APT                           | Updated price for ParentLink Communication Service and District Branded App.   | \$1.80          | 263,042      | \$473,475.60        |
| PL-APP-MNT                                      | Annual Custom Branded District App Maintenance   | \$1,000.00      | 1            | \$1,000.00          |
|   |  |                 | <b>Total</b> | <b>\$474,475.60</b> |
| <b>Additional Services</b>                      |  |                 |              |                     |
| PL-TR<br>Sole Source w/<br>ParentLink           | Teacher Reach Communication Solution: Ability for teachers to easily communicate specific information about student behavior, performance, etc. Ability to manage content of messages to assure an appropriate mix of positive to negative type messages. Ability to track amount to teacher/parent communication. Ability for parents to communicate back to teachers.  | \$0.95          | 263,042      | \$249,889.90        |
| PL-IMP/TRN<br>Sole Source                       | Implementation and configuration services. Also includes annual onsite refresher training.<br><br>Enhanced Administrator App. Includes ability for Administrators to easily review student and staff information. Ability to easily communicate directly to parents of students, etc. Also includes ability to quickly change status for district and for schools in the district.   | \$4,500.00      | 1            | \$4,500.00          |
| PL-APP-PLST<br>Sole Source                      | Student Data Integration App. Component with TruFit App that will allow parents access to their students grades, assignments, classes, attendance, cafeteria balance, etc. all from a native app.  | \$1,500.00      | 1            | \$1,500.00          |
| PL-IMP/TRN                                      | Implementation and configuration services. Also includes annual onsite refresher training.   | \$2,500.00      | 1            | \$2,500.00          |
| PL-SOC<br>Sole Source                           | Social Media Management - Ability to manage the district's social media presence across the entire enterprise. Ability to identify the individuals who have more influence than others. This will provide district the ability to increase awareness of the positive things occurring in the district. Also includes auto content filtering to keep out offensive comments. Provides ability to easily respond to questions posted on social media and to identify schools that are using social media proficiently as a means of helping other schools achieve similar results. | \$0.95          | 263,042      | \$249,889.90        |
| ASP-IMP/TRN                                     | Implementation and configuration services. Also includes annual onsite refresher training.   | \$4,500.00      | 1            | \$4,500.00          |

|                 |   |             |         |                                |                       |
|-----------------|---|-------------|---------|--------------------------------|-----------------------|
|                 | Valued Partner Discount   | -50.50      | 263,042 | -\$131,521.00                  |                       |
| <b>Option-1</b> | <b>If each of these services is purchased separately</b>                  |             |         |                                |                       |
|                 | - Add'l per-student fee when purchased separately                         | \$1.41      | 263,042 | \$369,976.82                   |                       |
|                 | - Add'l implementation when purchased separately                          | \$11,500.00 | 1       | \$11,500.00                    |                       |
| <b>Option-2</b> | <b>If each of these add'l services is purchased together as the Suite</b> |             |         |                                |                       |
|                 | - Add'l per-student fee when purchased as the Suite                       | \$1.30      | 263,042 | \$341,954.60                   |                       |
|                 | - Add'l implementation when purchased as the Suite                        | \$11,500.00 | 1       | \$4,500.00                     |                       |
|                 |   |             |         | <b>Option-1 Year-One Total</b> | <b>\$1,117,276.40</b> |
|                 |   |             |         | <b>Option-2 Year-One Total</b> | <b>\$820,930.20</b>   |
|                 |   |             |         | <b>Option-1 Renewal Total</b>  | <b>\$1,105,776.40</b> |
|                 |   |             |         | <b>Option-2 Renewal Total</b>  | <b>\$816,430.20</b>   |

\* Based on student count of 263,042

**Please note the following Customer Referral Program incentives:**

|   |                                       |
|---|---------------------------------------|
| For Standard ParentLink Notification Services | 2% of Referred district's annual fee. |
| For ParentLink District App only              | 2% of Referred district's annual fee  |
| For ParentLink Suite                          | 4% of Referred district's annual fee. |

For questions about this proposal please contact:

Judson Aungst  
 Strategic Account Executive, Florida  
 443.534.2404 - W  
[judson.aungst@blackboard.com](mailto:judson.aungst@blackboard.com)

## **EXHIBIT "B"**

### **Safeguarding the Confidentiality of Student Records and Information**

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA. Pursuant to FERPA, the information provided by SBBC shall be limited to that which is necessary to effectively serve the student.

Each party participating in this Agreement further agrees to:

- (1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.
- (2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.
- (3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and
- (4) Ensure that all employees, appointees or agents of each party to this Agreement who are granted access to shared student records will have successfully completed (1) the background screening requirements under Section 435.04, Florida Statutes, under Level 2 screening standards and (2) the FERPA training webinars, as they may become available, at the U.S. Department of Education, Privacy Technical Assistance Center website: <http://www2.ed.gov/policy/gen/guid/ptac/index.html>, <http://ptac.ed.gov/> including, but not limited to, <http://www2.ed.gov/policy/gen/guid/ptac/pdf/slides.pdf> Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law. A breach of the confidentiality requirements shall constitute grounds for immediate termination of this Agreement without advance notice. Any provisions within this Agreement concerning the resolution of disputes shall not be applicable to a breach of the requirements of this Exhibit "B."

This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such student records are returned to The School Board of Broward County, Florida ("SBBC") or disposed of in compliance with the applicable Florida Retention Schedules and a written acknowledgment of said disposition is provided to SBBC.

S:/v/allwork/contracts/review/1415year/parentlinkexha

FIRST  
AMMENDMENT  
EXHIBIT  
B



# ParentLink® Parental Engagement Solution For

## Broward County Public Schools

### SCOPE OF WORK

In accordance with the requirements of Broward County Public Schools for a comprehensive ParentLink Parental Engagement Solution, Parlant Technology, Inc. is pleased to present the following Scope of Work. This scope of work includes modular options that will allow Broward County Public Schools to expand the capabilities of the existing notification and app software to complete the full Parental Engagement Solution. The additional software will include ParentLink Social Media Management, Student Data Integration and Teacher Reach. Broward County Public Schools will add the software at the discounted price from the existing agreement.

The ParentLink Parental Engagement Solution will continue to support the district's traditional mass notification services via telephone, email, text, etc. The additional software will expand the functionality to provide parents and students with the ability to easily access grades, assignments, missing assignments, attendance history, and test and assignment scores. In addition, the solution may also provide parents with access to their children's lunch balance bus route and library balance information, including the books that are in question. In addition to a native app, the solution will also provide an HTML 5 app for devices other than iPhone and Android. With the enhanced capabilities of the district branded app, authorized district and school personnel will have the ability to easily reach out to individual students or parents to address student performance, safety, or other issues. Through the enhanced district branded app, the district will be able to increase community engagement and support by providing community members with easy access to important information about the district and schools, using the most preferred modality on the market.

The ParentLink Parental Engagement Solution, as proposed, can be enhanced to also provide the district with the ability to manage the interactions and activities taking place across all the authorized district and schools social media sites. In addition, the enhanced social media management capabilities, if procured, will provide authorized school and district personnel to monitor conversations that are taking place on non-district social media sites, which will increase the district's

ability to provide meaningful content on social media that will help reduce rumors and false narratives. The social media management capability can also provide the district with the ability to identify individuals who have many followers, which will enhance the district's ability to reach out to those individuals directly.

The services that are comprised in the ParentLink Parental Engagement Solution are included on the subsequent page:

Pricing

| Product Code                     | Product Name  | QTY                | Description  | Year 1       | Year 2       |
|----------------------------------|---|--------------------|--------------|--------------|--------------|
| PL-APT-SIS<br>PL-TR<br>PL-SOCIAL | <b>New/Enhanced Parlant Technology, Inc. Software:</b><br><ul style="list-style-type: none"> <li>o Parlant Technology Inc. Social Media Management</li> <li>o Parlant Technology Inc. Student Data Integration</li> <li>o Parlant Technology, Inc. Teacher Reach</li> <li>o Custom App Maintenance</li> </ul> | 263042<br>Students | Annual Fees  | \$417,770.00 | \$417,770.00 |
|                                  |   |                    | <b>Total</b> | \$417,770.00 | \$417,770.00 |