



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE Aug 16 2016 10:15AM - Regular School Board Meeting

Special Order Request
 Yes No

ITEM No.:
EE-6.

AGENDA ITEM OPEN ITEMS

Time

CATEGORY EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT Procurement & Warehousing Services

Open Agenda
 Yes No

TITLE:
Recommendation of \$500,000 or Less - 56-098E - Destination Knowledge Agreement

REQUESTED ACTION:
 Approve the recommendation for the above agreement. Contract Term: August 17, 2016, through June 21, 2017, 10 Months ; User Department: Exceptional Student Education and Support; Award Amount: \$352,570; Awarded Vendor(s): DKMarsh, Inc., d/b/a Destination Knowledge; Minority/Women Business Enterprise Vendor(s): DKMarsh, Inc., d/b/a Destination Knowledge

SUMMARY EXPLANATION AND BACKGROUND:
 School Board Policy 3320, Part II (H), authorizes the purchase of any type of copyright materials, instructional materials, and computer software without competitive solicitations. Destination Knowledge has extensive and effective programs for the Individuals with Disabilities Education (IDEA) Private School Obligations project. Its online software provides K-12 diagnostics, on-going progress monitoring, phonics via a video emulated speech pathologist, reading comprehension, grammar, fluency, and mathematics instructions via a video emulated teacher and simulations, and early learning through music and movement. Their solution is researched based and proven effective and is on the Florida Department of Education State Adoption list for supplemental reading intervention. 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 \$352,570. The funding source will come from Proportionate Share for Private School Obligations project. 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) Recommendation Tabulation (4) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
 (For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Daniel Gohl	Phone: 754-321-2158
Name: Mary C. Corker	Phone: 754-321-0501

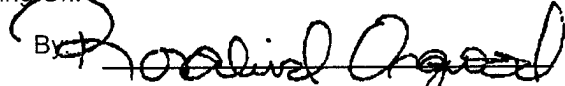
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

Approved In Open Board Meeting On:

AUG 16 2016

Signature
 Maurice Woods
 8/8/2016, 4:54:08 PM

By: 
 School Board Chair

EXECUTIVE SUMMARY

Recommendation of \$500,000 or Less 56-098E- Destination Knowledge Agreement

This request is to approve Agreement 56-098E-Destination Knowledge to DKMarsh, Inc., d/b/a Destination Knowledge (DKMarsh, Inc.) with a requested amount of \$352,570, for a term of ten (10) months. This purchase is being made according to School Board Purchasing Policy 3320, Part II (H), exemption for software and copyright materials.

The School Board of Broward County, Florida, (SBBC) through the department of Exceptional Student Education and Support, will provide our District eligible private school students materials and resources, through the Individuals with Disabilities Education (IDEA) Proportionate Share for Private School Obligations. Private schools have requested software from Destination Knowledge reading and math solutions from the following programs: KinderMusik ABC Music and Me Laugh, Learn, and StudyDog, and Early Reading programs as part of their solutions.

On June 23, 2015, the School Board approved agreement 55-129E - Destination Knowledge for \$240,002. The increased agreement amount of \$112,548, is for new purchases of application software and subscriptions for students of special needs. DKMarsh, Inc., has extensive experience and effective programs for the IDEA Private School Obligations project. They have been servicing our District as well as Miami-Dade, Palm Beach, Osceola, Putnam, and Lee Counties for the past seven (7) years and have stellar reports from the schools and district offices for providing excellent, effective programs that target the special needs of exceptional student education students, as well as stellar reports for service and support to the schools. Destination Knowledge has proven to us over the past six (6) years that we can rely on them to deliver the top quality programs and service to our Broward County private schools.

MindPlay's Reading Solution provides K-12 diagnostics, on-going progress monitoring, phonemic awareness and phonics, reading comprehension, grammar, vocabulary, and fluency. The intervention component is unique in that it delivers up to twenty-eight (28) different ways in which a given phonics lesson may be taught; up to fourteen (14) different ways in which a phonemic awareness concept may be taught; up to ten (10) different ways in which a given grammar concept may be taught; and comprehension skills are taught rather than simply practiced. Learning gains are measurable in phonemic awareness, phonics, encoding, decoding, vocabulary, reading comprehension level, reading skills by type, reading comprehension effective reading rate, silent reading fluency, grammar, intervention effectiveness, student response to a given intervention and eye tracking. All of this is done using emulated video speech pathologists and reading coaches, which is uniquely important to this project due to the fact that students with disabilities may be mature by age; however, low in academic level. This approach used in MindPlay ensures all students are provided age appropriate instruction at any academic level. The system also allows the measure of time on task and usage/attendance. Their solution is research based and proven effective, and is on the Florida Department of Education's (DOE) State Adoption list for supplemental reading intervention. The MindPlay Solution may be used from school or home and most learning components may be used on any learning device.

MindPlay's new online Teacher Courses, MindPlay Teacher Companion, and MindPlay Understanding Dyslexia, delivers a combined total of eleven hours of teacher instruction. Teacher Companion teaches teachers of all content areas how to teach reading, so content area teachers and specialties will be able to help struggling readers with Orton-Gillingham strategies for teaching reading, too. In addition, all teachers will have an understanding of what dyslexia is and strategies for how to help students with Dyslexia.

Recommendation of \$500,000 or Less
56-098E- Destination Knowledge Agreement
August 16, 2016 Board Agenda
Page 2

Symphony Math is research-based, as well as proven to be highly effective. With a focus on the foundational mathematical concepts, students who use Symphony not only learn how to compute math, but they have a conceptual understanding of how math works, enabling them to be able to apply math skills not only to standardized tests, but also to real life scenarios. Concepts are taught using scaffolding and spiraling. First introducing concepts with online manipulatives, then adding mathematical symbols to the manipulatives, then moving to symbols only, then moving to auditory mathematical statements, then word problems. Learning gains are measured via benchmark reporting for the fall, winter, and spring, as well as skill level mastery. Learning gains that are measurable in mathematics include mathematical concepts from number sequence to number sense to improper fractions. Students are able to use Symphony Math at home or school and on any learning device.

KinderMusik's ABC Music & Me is imperative for our young learners. Research shows that music is the vehicle to all students' brains and ABC Music & Me delivers early learning through music and movement. ABC Music & Me is a supplemental early learning, literacy, and language program designed to be used in school classrooms along with a robust at-home platform to engage parents in getting involved with their young child's learning. Research shows ABC Music & Me greatly impacts reading, math, and social emotional learning. Students using ABC Music & Me had learning gains of greater than 30 percent on assessments over students not using ABC Music & Me. Our private schools currently have Move & Groove for first graders and this order will provide Laugh & Learn for kindergarteners.

StudyDog Early Reading is a highly engaging online reading program for young readers, helping our kindergarteners and first graders in our private schools find and fill any early reading gaps, leveling the playing field so they are ready, and begin more rigorous reading materials at grade level. The program automatically assigns skills and teaches up to three different ways to ensure mastery and provides teachers with valuable growth information.

The programs by Destination Knowledge were selected by the private schools that must be included in the IDEA Private Schools Obligations Grant. DKMarsh, Inc., survey reviews by administration have been satisfactory.

Special Note

The School Board of Broward County, Florida, is grandfathered into an 'ownership model' of purchasing for the MindPlay Solution where we are able to host for the intervention component annually for a fraction of the purchase price. Whereas MindPlay has discontinued the 'ownership model' for new clients but has offered the District better pricing on an annual basis.

Minority/Women Business Enterprise Certification

Destination Knowledge has a valid SBBC Certification through 2017.

AGREEMENT

THIS AGREEMENT is made and entered into as of this 16th day of August, 2016, 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

DKMarsh, Inc. dba Destination Knowledge

(hereinafter referred to as "Destination Knowledge"),

whose principal place of business is

354 Willow Lane, Ellenton, FL 34222.

WHEREAS, SBBC Pursuant to Department of Education Rule 6A -1.012 (11B and 14) and School Board Policy 3320, Section II, H, which authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations;

WHEREAS, Destination Knowledge is an online- computer software based company that provides an intensive intervention solution for reading and math for K-12 education. The solution is comprised of various Reading and Math (MTSS) Multiple Tiers of Student Supports programs;

WHEREAS, Destination Knowledge's Reading and Math MTSS programs consist of MindPlay's Universal Screener (formerly known as RAPS360), MindPlay Virtual Reading Coach, MindPlay Fluency (formerly known as FLRT), Ascend Math, Symphony Math, KinderMusik@School (formerly known as ABC Music & Me), StudyDog Early Reading, News-O-Matic, Cloud9World, and Ripple Effects;

WHEREAS, Destination Knowledge has extensive experience and effective programs for the IDEA Private Schools Obligations project. Their online software provides K-12 diagnostics, on-going progress monitoring, phonics via a video emulated Speech Pathologist, reading comprehension, grammar for meaning, fluency and mathematics instruction via a video emulated teacher & simulations, and early learning through music and movement; and

WHEREAS, SBBC desires to purchase from Destination Knowledge's Intensive Intervention Solution for Reading & Math software licenses for use of the intervention programs for Private Schools as indicated in **Attachment 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 upon execution by all parties and conclude on June 21, 2017.

2.02 **Cost.** SBBC shall pay Destination Knowledge for satisfactory services rendered under this Agreement in accordance with the cost schedule detailed in **Attachment A**. This cost as detailed in **Attachment A** consists of a one year subscription for all programs as listed. The Parties agree that the firm fixed costs shall not include any products, services or expenses not specified in **Attachment A** and is dependent upon both Parties fulfilling their respective obligations hereunder.

2.03 **Description of Software Goods & Services.** SBBC will receive online software subscriptions and services through the following content: 25 *new* KinderMusik@School Classroom Sets (formerly known as ABC Music & Me) Laugh & Learn Classroom sets of materials with annual subscriptions to the digital content, 25 *new* Licenses of StudyDog, and 100 *new* Teacher licenses of MindPlay’s Teacher Companion & Understanding Dyslexia Online Courses. 8 renewal School Licenses of Symphony Math, 200 renewal Licenses of MindPlay Virtual Reading Coach, 200 renewal Licenses of MindPlay Universal Screener (formerly RAPS), 25 renewal materials of KinderMusick@School (formerly known as ABC Music & Me Move & Groove) Classroom sets of materials with annual subscriptions to the digital content, SBBC is ‘grandfathered’ into the ownership model of MindPlay Virtual Reading Coach, allowing the SBBC to renew at a cost savings to the SBBC. This section of descriptive software goods and services includes all good and services stated here and items as listed in **Attachment A**.

2.04 **Professional Development:** Destination Knowledge shall provide onsite Professional Development as according to the Statement of Work in **Attachment B**. Training will be provided for the duration of the term of this Agreement. Training may be centralized and located at individual school sites. Total training costs are included; there shall be no additional costs for travel expenses or any other fees for training.

2.05 **Web-Based Training:** All schools will also have instructor-led web-based training available to them free of charge for the duration of this Agreement. In addition to their Professional Development training they will receive in person, the web-trainings are offered to supplement on-site trainings to help users retain and apply what they have learned. The web-trainings follow a set schedule and teachers and/or administrators would be able to sign up at any time. Each training is 1 hour in length and focuses on either ‘getting started’ functions or

'reporting and teacher options' functions. The trainings are first come first service and allow up to 15 participants per training. If after 10 minutes from the scheduled start time, if no participants log in to the training, the training will be canceled. Web-trainings are not available to parents. After one year, schools may purchase the rights to additional web trainings.

2.06 **Technical Support:** Destination Knowledge shall provide Technical Support to SBBC at no additional charge through the term of the Agreement. The Technical support will be provided via email, web knowledge base and/or phone for the period of the contract term. Phone-based technical support is available Monday –Friday 8AM – 5PM EST, and the web-knowledge base is available 24/7. Technical support is not provided to the individual homes of the students using the software from home, although they do have access to the knowledge base; otherwise the student would work through the school-based liaison for assistance. Technical support is defined as troubleshooting technical issues with Destination Knowledge online software preventing it from running properly. Technical support does not include troubleshooting non-Destination Knowledge online software issues such as issues with the Operating System, hardware or any other technical issues not pertaining to Destination Knowledge online software.

2.07 **Services:** Destination Knowledge shall provide SBBC with software and subscription for various learning programs as specified in in **Attachment A**.

2.08 **M/WBE Participation.** Destination Knowledge is a Certified MBE WBE White Female with SBBC, Certificate #7007-6941.

2.09 **Inspection of Destination Knowledge's Records by SBBC.** *Destination Knowledge* 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 *Destination Knowledge's* 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 any and all invoices, billings, payments and/or claims submitted by *Destination Knowledge* or any of *Destination Knowledge's* payees pursuant to this Agreement. *Destination Knowledge's* Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. *Destination Knowledge's* Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **Destination Knowledge's Records Defined.** For the purposes of this Agreement, the term "*Destination Knowledge's* Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **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 *Destination Knowledge'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 *Destination Knowledge* pursuant to this Agreement.

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

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to *Destination Knowledge'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.

(e) Failure to Permit Inspection. Failure by *Destination Knowledge* 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 the denial of some or all of any *Destination Knowledge's* claims for payment by SBBC.

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

(g) Inspection of Subcontractor's Records. *Destination Knowledge* 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 *Destination Knowledge* 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 Payee's costs from amounts payable by SBBC to *Destination Knowledge* pursuant to this Agreement and such excluded costs shall become the liability of *Destination Knowledge*.

(h) Inspector General Audits. *Destination Knowledge* 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: *Theresa Spurlock*
The School Board of Broward County, Florida
1701 NW 23rd Ave
Fort Lauderdale, FL 33311

To *Destination Knowledge*: Kristine Marsh
President/Owner
354 Willow Lane
Ellenton, FL 34222

2.11 **Background Screening.** *Destination Knowledge* 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 *Destination Knowledge* or its personnel providing any services under the conditions described in the previous sentence. *Destination Knowledge* 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 *Destination Knowledge* and its personnel. The parties agree that the failure of *Destination Knowledge* 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. *Destination Knowledge* 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 *Destination Knowledge's* failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 **Insurance Requirement.** *Destination Knowledge* shall maintain the following insurance coverage: General Liability: Limits shall not be less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$2,000,000 General Aggregate. Limits shall not be less than \$1,000,000 for Products/Completed Operations Aggregate.

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.

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).

REQUIRED CONDITIONS

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.

CANCELLATION OF INSURANCE: Vendors are 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.

THE FOLLOWING WORDING must be included with Evidence of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

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 SBBC 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.

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 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.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal, state and laws, SBBC Policies, 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 or 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.

3.17 **Incorporation by Reference**. Exhibits attached hereto and referenced herein 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 affect 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 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.

3.21 **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, 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. **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 Destination Knowledge : Destination Knowledge 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 Destination Knowledge, its agents, servants or employees; the equipment of Destination Knowledge, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Destination Knowledge or the negligence of Destination Knowledge 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 Destination Knowledge, SBBC or otherwise.

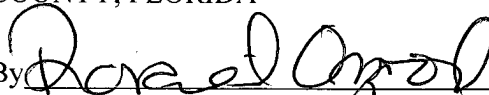
3.27 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

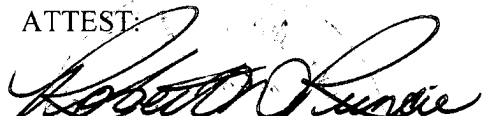
FOR SBBC

(Corporate Seal)

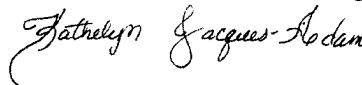
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
DR. ROSALIND OSGOOD, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams
DN: cn=Kathelyn Jacques-Adams, o=The School District of
Broward County, Florida, ou=The Office of the General
Counsel, email=kathelyn.jacques-
adams@browardschools.com, c=US
Date: 2016.07.14 15:55:37 -04'00'

Office of the General Counsel

FOR Destination Knowledge

(Corporate Seal)

ATTEST:

DKMarsh, Inc. dba Destination Knowledge

Christine Hamilton

_____, Secretary

By [Signature]

-or-

Witness

Witness

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 Manatee

The foregoing instrument was acknowledged before me this 13th day of July, 2016 by Kristine Marsh of DK Marsh Inc on behalf of the corporation/agency.

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

My Commission Expires: 01/12/2020

[Signature]

Signature - Notary Public

(SEAL)

Laurie Plassman

Printed Name of Notary

FF 941295

Notary's Commission No.



Laurie Plassman
State of Florida
My Commission Expires 01/12/2020
Commission No. FF 941295



Attachment A

Company Address 354 Willow Lane
Ellenton, FL 34222
US

Created Date 3/23/2016
Expiration Date 4/30/2017
Quote Number 00000275

Prepared By Kristine Marsh
Phone (800) 889-4886
Email kmarsh@destinationknowledge.com
Fax 8663718422

Contact Name Theresa Spurlock
Phone (754) 804-4658
Email theresa.spurlock@browardschools.com

Bill To Name Broward County IDEA PSP
Bill To 600 Southeast Third Avenue
Fort Lauderdale, FL 33301

Ship To Name Broward County IDEA PSP
Ship To Arthur Robert Ashe, JR. Middle
1701 NW 23rd Avenue
Fort Lauderdale, FL 33311



Quantity	Product Code	Product Description	Sales Price	Total Price
25.00	DKABCL&L15	ABC Music & Me: Laugh & Learn Classroom set for 15 students. Includes classroom materials plus 9 months of take home materials. Includes classroom materials plus 9 months of take home materials. Classroom materials include teacher lesson plans, audio CD, 21 sets of instruments, vocabulary cards, big books, supplemental materials to include addressing needs of students with special needs and ELL. Take home materials include activity booklet, audio CD, parent DVD and an instrument every other month.	\$2,219.21	\$55,480.25
25.00	DKDGTLLL-010-009	ABC Music & Me: Laugh & Learn Digital Classroom, add on to existing physical classroom set. Includes all content from Laugh & Learn, but in a digital format for use on Interactive White Boards, iPads and other digital devices. Annual subscription.	\$282.21	\$7,055.25
25.00	ABCM&GDGTL	ABC Music & Me, Move & Groove add on digital for classroom. add on to existing physical classroom set. Includes all content from Move & Groove, but in a digital format for use on Interactive White Boards, iPads and other digital devices. Annual subscription.	\$252.21	\$6,305.25
375.00	DKABCM>H	ABC Music & Me: Move & Groove Student Take Home Materials. Includes 9 months of take home materials per student.	\$220.21	\$82,578.75
5.00	DEPTAMS	Ascend Math Departmental License for Proportionate Share. Annual Subscription. Allows up to 30 eligible students to use the program for one year. Grades covered include K-Algebra I & Geometry. Online access. Use from anywhere.	\$2,342.21	\$11,711.05
100.00	06230	MindPlay Fluency. Grades K-12. Single Student Licenses. Automatically assesses silent reading fluency skills and improves comprehension through fluency. Also includes eye tracking and automaticity. Licenses are transferable. Annual Subscription. Minimum 25.	\$164.21	\$16,421.00
100.00	70156BT-1Y	Mindplay Virtual Teacher Companion. Eight hour online course to teach teachers how to teach reading. Topics covered include phonological awareness, phonics, vocabulary, grammar for meaning, comprehension and fluency. Pre and Post Tests measure teacher gains in comprehension of skills taught. Annual Subscription. Minimum 10. Licenses are not transferable.	\$179.21	\$17,921.00
100.00	70156UDT-1Y	MindPlay Understanding Dyslexia for Teachers, online course. Three hours ONLINE professional development for teachers. Describes and explains dyslexia; explains what happens in the reading brain; describes components of an appropriate evaluation; provides examples of effective accommodations and interventions; provides three hours of continuing education credit. Minimum 10. Annual Subscription. Licenses are not transferable.	\$179.21	\$17,921.00
200.00	06330	MindPlay Universal Screener RAPS360. Benchmark, Diagnostic. Progress Monitor. Annual Student License. Licenses are transferable. Minimum of 100 licenses.	\$134.21	\$26,842.00
200.00	70156HA-UD-1Y	MindPlay Virtual Reading Coach, Annual Hosting Renewal for Ownership Licenses. Includes data storage and all product updates. Note: Renew on time each year to maintain your ownership license status.	\$336.21	\$67,242.00
25.00	SDSS10-19	StudyDog Single Student License. Early Reading, online assessment and automated reading system with reporting and custom intervention panel for teachers. Grades PreK-2. Annual Subscription. Minimum 10. Pricing for 10-19.	\$1,195.21	\$29,880.25
8.00	SYMDEPT	Symphony Math Dept License. Allows up to 50 students to use the program. Annual Subscription.	\$895.71	\$7,165.68

Description Shipping is for physical goods of ABC Music & Me

Subtotal	\$346,523.48
Total Price	\$346,523.48
Shipping and Handling	\$6,046.25
Grand Total	\$352,569.73

Attachment B



Statement of Work For Broward County Schools IDEA Proportionate Share for Private Schools

Dear Broward County Public Schools' ESE Department,

Thank you for the opportunity to continue our work with your private schools eligible under the IDEA Proportionate Share for Private Schools Obligations Project.

Your add-on and renewal order will enable us to continue servicing your private schools with onsite, web, email and phone support.

Destination Knowledge has a full time Implementation Specialist and Certified trainer dedicated to train and support your Broward Private Schools as well as an Implementation Manager responsible for the coordination of the implementation plan. The Implementation Manager will conduct training sessions as needed. In addition, the President/Owner of the company will also conduct training sessions as needed to ensure all schools are able to hold their training sessions at their location on the days and times that work best for them.

Each school receiving licenses from this contract will receive the following training sessions (included in the cost): These sessions are scheduled at the convenience of the school.

- MindPlay: three (3) hour sessions
- Ascend Math: two (3) hour sessions
- StudyDog: 2 (2) hour session
- ABC Music & Me: 2 (2) hour sessions
- Symphony Math: 2 (2) hour sessions

We will also offer periodic centralized training sessions that schools may opt to send teachers to. These are beneficial for teachers who missed on site training, or for those schools whose facility is not ideal for training purposes.

All schools will continue to receive on-demand web-trainings as needed, phone support from 8AM – 5PM M-F; and email support anytime (response hours will be between 7AM and 6PM.)

Our local team will also make periodic visits, while our Implementation Specialist is in the neighborhood, to ensure successful implementation and answer questions and needs.

Our local team will also train your District Administrators how to pull district reports to ensure usage and results are achieved.

Thank you for the opportunity! We look forward to our ongoing partnership, into our 8th year!

Kristine Marsh
President/Owner
Destination Knowledge
800-889-4886 X 700
KMarsh@DestKnow.com

The School Board of Broward County, Florida
Procurement & Warehousing Services

ITB / RFP No.:	<u>56-098E</u>	Tentative Board Meeting Date*:	<u>August 16, 2016</u>
Description:	<u>DESTINATION KNOWLEDGE AGREEMENT</u>	Notified:	<u>N/A</u> Downloaded: <u>N/A</u>
		ITB / RFP Rec'd:	<u>N/A</u> No. Bids: <u> </u>
For:	<u>EXCEPTIONAL STUDENT EDUCATIONAL AND SUPPORT</u>	ITB / RFP Opening:	<u>N/A</u>
	(School/Department)		
Fund:	<u>IDEA PROPORTIONATE SHARE FOR PRIVATE SCHOOL OBLIGATIONS.</u>	Advertised Date:	<u>N/A</u>
		Award Amount:	<u>\$352,570</u>

POSTING OF ITB / RFP RECOMMENDATION/TABULATION: ITB / RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on N/A and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(* The Cone of Silence, as stated in the ITB / RFP, is in effect until this ITB / RFP is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

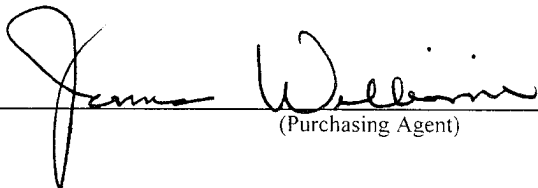
RECOMMENDATION TABULATION

VENDOR NAME(s)

*DKMARSH INC.

*CERTIFIED Minority/Women Business Enterprise

CONTRACT PERIOD: August 17, 2016, THROUGH JUNE 21, 2017

By:  (Purchasing Agent) Date: 8/1/2016

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

