



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	Aug 16 2016 10:15AM - Regular School Board Meeting	<b>Special Order Request</b>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>ITEM No.:</b>	<b>AGENDA ITEM</b>	<b>Time</b>	
FF-1.	OPEN ITEMS		
	<b>CATEGORY</b>	<b>Open Agenda</b>	
	FF. OFFICE OF ACADEMICS	<input checked="" type="radio"/> Yes <input type="radio"/> No	
	<b>DEPARTMENT</b>		
	Exceptional Student Education		

**TITLE:**  
Purchase Developmentally Appropriate, Child Centered Curriculum and Software for ESE Preschool Classes

**REQUESTED ACTION:**  
Approve funding from the Medicaid fund account and approval of the purchase of Preschool curriculum for students with disabilities.

**SUMMARY EXPLANATION AND BACKGROUND:**  
Abrams Learning Trends (DIG) is a comprehensive program that delivers meaningful pre-k instruction that develops the whole child, inspires big learning across all domains, and grows early learners into confident kindergarten-ready students. Abrams Learning Trends (DIG) research-based sequence of instruction, consistent routines, integrated skills, developmentally appropriate focus on foundational skills, opportunities to engage in explorative play, and robust teacher support resources and training materials ensure teachers are fully supported in meeting the needs of all students along their journey to kindergarten. See Supporting Docs for continuation of Summary Explanation and Background. The agreements have 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:**  
Cost will be funded through a budget transfer from the Medicaid fund account. Total: \$883,751.25. \$592,751.25 for Abrams Learning Trends (DIG) and \$291,000.00 for Jigsaw Learning LLC (TeachTown).

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Abrams Learning Trends DIG Agreement (4) Abrams Learning Trends DIG proposal and vendor Statement (5) Abrams Learning Trends DIG Quote (6) List of Schools Abrams Learning Trends DIG (7) Jigsaw Learning LLC TeachTown Agreement (8) Jigsaw Learning LLC TeachTown Sole Source Letter (9) List of Schools Jigsaw Learning LLC TeachTown

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Antoine Hickman, Exec. Director, Ese & Ss	Phone: 754-321-3456
Name: Sonja Clay, Ese, Director	Phone: 754-321-3431

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Daniel Gohl - Chief Academics Officer  
 Signature: Daniel F. Gohl  
 8/4/2016, 4:29:13 PM

Approved In Open Board Meeting On: **AUG 16 2016**  
 By: *[Signature]*  
 School Board Chair

**FF-1.**

**Title:** Purchase developmentally appropriate, child centered curriculum and software for ESE Preschool classes

**Continuation of Summary Explanation and Background**

Jigsaw Learning LLC (TeachTown) is a blend of computer and teacher-led instruction for students with more intensive needs. The program has extensive evidence of effectiveness showing increases in student vocabulary, listening skills, social-emotional development, independence, and academics. The automated data tracking and reporting that is an integral part of Jigsaw Learning LLC (TeachTown) is a powerful tool for quantifying and measuring student progress.

**EXECUTIVE SUMMARY**

<b>Preschool ESE Curriculum</b>	<b>Preschool Curriculum for Students with Disabilities</b>
Curriculum	Abrams Learning Trends (DIG) Jigsaw Learning LLC d/b/aTeachTown
Status	New purchase
Funds Requested	Total: \$883,751.25 \$592,751.25 for Abrams Learning Trends (DIG) \$291,000.00 for Jigsaw Learning LLC d/b/aTeachTown
Financial Impact Statement	The ESE and Support Services Division is requesting a budget transfer from the Medicaid fund account. ESE Preschool is in need of developmentally appropriate, child-centered curriculum and software.
Managing Department/School	Exceptional Student Education Department
Source of Additional Information	Antoine Hickman, ESE & SS, Exec. Director (754) 321-3456 Sonja Clay, ESE Director (754) 321-3435
Project Description	<p>Abrams Learning Trends (DIG) is a comprehensive program that delivers meaningful pre-k instruction that develops the whole child, inspires big learning across all domains, and grows early learners into confident kindergarten-ready students. Abrams Learning Trends (DIG) research-based sequence of instruction, consistent routines, integrated skills, developmentally appropriate focus on foundational skills, opportunities to engage in explorative play, and robust teacher support resources and training materials ensure teachers are fully supported in meeting the needs of all students along their journey to kindergarten.</p> <p>Jigsaw Learning LLC (TeachTown) is a blend of computer and teacher-led instruction for students with more intensive needs. This program has extensive evidence of effectiveness showing increases in student vocabulary, listening skills, social-emotional development, independence, and academics. The automated data tracking and reporting that is an integral part of TeachTown is a powerful tool for quantifying and measuring student progress.</p>
Evaluation Plan	Evaluation measures will include performance outcome measures, observations, and mastery of IEP goals.
Research Methodology	Both programs align with the Florida School Readiness Performance Standards for 3-5 year old children, Teaching Strategies Gold Objectives for Development and Learning, and the Florida Early Learning and Developmental Standards.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 16<sup>th</sup> 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

### ABRAMS & COMPANY PUBLISHERS, INC. dba ABRAMS LEARNING TRENDS

(hereinafter referred to as "Abrams Learning Trends"),  
whose principal place of business is  
16310 Bratton Lane, Suite #250, Austin, Texas 78728.

**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 and instructional materials without competitive solicitations, and SBBC has a continuing need for a comprehensive solution in the ESE program that meets the social and emotional requirements of our students while improving kindergarten readiness; and

**WHEREAS**, Abrams Learning Trends offers the DIG: Develop Inspire Grown Comprehensive Program, delivering meaningful preschool instruction that develops the whole child, inspires big learning across all domains, and grows early learners into confident, kindergarten-ready students; and

**WHEREAS**, SBBC has used the predecessor to the DIG: Develop Inspire Grown Comprehensive Program successfully in the preschool classrooms of students with disabilities;

**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 the date the Agreement is signed and executed by both Parties and conclude on June 30, 2017.

2.02 **Classroom Sets.** Abrams Learning Trends will provide 195 complete classroom sets of the DIG Complete Program (ISBN 978-0-7665-2000-4)

2.03 **Cost of Services and Payment.** SBBC shall pay Abrams Learning Trends \$592,751.25 for services rendered under this Agreement and in the Proposal dated June 1, 2016 within 30 days of delivery of the product to SBBC (Costs are provided in the Proposal provided as Attachment A)

2.04 **Delivery.** Abrams Learning Trends will deliver the classroom sets to a central location in Broward County, Florida:

Wingate Oaks Center  
1211 NW 33<sup>rd</sup> Terrace  
Fort Lauderdale, FL 33311

2.05 **Onsite Training.** Abrams Learning Trends will provide SBBC with a six-hour training course for all required teachers and administrators in Broward County at a single location to be determined by SBBC. Abrams Learning Trends will provide as many as three training classes (as needed, one class per day) in up to three consecutive days prior to the beginning of the 2016-2017 calendar school year.

2.06 **Continuing Training.** Abrams Learning Trends will provide each teacher with access to MyDIGPreK.com for three years from the commencement date of this Agreement. MyDIGPreK.com includes anytime access to a robust offering of self-guided, virtual implementation training sessions.

2.07 **Support.** Abrams Learning Trends will provide telephone and email support during their normal business hours.

2.08 **Contact Information.** SBBC will provide to Abrams Learning Trends a list of all schools using the DIG complete program, along with the contact information (email, mailing address, and phone number) of the principal or director of each school or site.

2.09 **M/WBE Commitment.** Throughout the term of the Agreement, Abrams Learning Trends shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. Abrams Learning Trends agrees to provide monthly reports and to conduct quarterly meetings with SBBC to discuss progress in meeting the SBBC's objectives regarding M/WBE participation, including dollars spent on M/WBE vendors for the quarter; and to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

2.10 **Inspection of Abrams Learning Trends by SBBC.** Abrams Learning Trends 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 Abrams Learning Trends 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 Abrams Learning Trends or any of Abrams Learning Trends' payees pursuant to this Agreement. Abrams Learning Trends' 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. Abrams Learning Trends' 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) Abrams Learning Trends' Records Defined. For the purposes of this Agreement, the term "Abrams Learning Trends' Records" shall include, without limitation, accounting records, written policies and procedures, computer records, executed subcontracts, original estimates, estimating worksheets, 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 Abrams Learning Trends' 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 Abrams Learning Trends pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide Abrams Learning Trends 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 Abrams Learning Trends' 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 Abrams Learning Trends 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 Abrams Learning Trends' 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 Abrams Learning Trends in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Abrams Learning Trends. If the audit discloses billings or charges to which Abrams Learning Trends is not contractually entitled, Abrams Learning Trends shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. Abrams Learning Trends 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 Abrams Learning Trends 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 Abrams Learning Trends pursuant to this Agreement and such excluded costs shall become the liability of Abrams Learning Trends.

(h) Inspector General Audits. Abrams Learning Trends 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.

2.11 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: Supervisor, ESE Preschool  
Wingate Oaks Center

To Abrams Learning Trends: Aaron Mayers, President & CEO  
Abrams Learning Trends  
16310 Bratton Lane, Suite #250  
Austin, TX 78728

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

### **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, and 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 local 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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A 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 Abrams Learning Trends: Abrams Learning Trends 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 Abrams Learning Trends, its agents, servants or employees; the equipment of Abrams Learning Trends, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Abrams Learning Trends or the negligence of Abrams Learning Trends' 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 Abrams Learning Trends, SBBC or otherwise.

3.27 **Travel**. Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to Abrams Learning Trends for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies**. Abrams Learning Trends agrees to comply with all School Board Policies, local, state and federal laws.

3.29 **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 *Rosalind Osgood*  
Dr. Rosalind Osgood, Chair

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

*John H. [Signature]*  
Office of the General Counsel

**FOR ABRAMS LEARNING TRENDS**

(Corporate Seal)

ABRAMS & COMPANY PUBLISHERS,  
INC. dba ABRAMS LEARNING TRENDS

By *Aaron Mayers*  
Aaron Mayers, President & CEO

ATTEST:

*Nancy Mayers*  
Secretary

**NOTARY**

STATE OF TX  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me this 28 day of JUNE, 2016, by Aaron Mayers of Abrams & Company Publishers, Inc., on behalf of the corporation. He is personally known to me and produced TX Drivers License #14887018 as identification and ~~did~~ did not first take an oath.

My Commission Expires:

12/6/2018

*Marian Adams*  
Signature - Notary Public

Marian Adams  
Printed Name of Notary

12062018  
Notary's Commission No.



## INSURANCE REQUIREMENTS

### MINIMUM LIMITS OF INSURANCE

**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 Awardee 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 Awardee must be furnished to SBBC indicating the following:

Abrams Learning Trends 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 an Awardee 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, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: \_\_\_\_\_.**

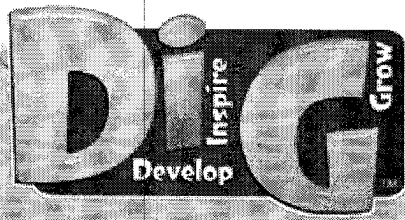
**All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.**

(\*\*Please include the Contract # 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:** 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.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

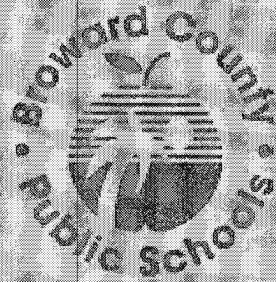


June 1, 2016

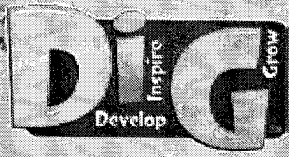
**Develop. Inspire. Grow.™**

# Proposal

for  
**Broward County ESE**







# for Broward County ESE

As educators, we all believe in the importance of developing, inspiring, and growing young minds. Yet, amid changing standards and increasing expectations, many struggle to find a balanced, appropriate path to kindergarten readiness.

Passion and dedication are clearly not to blame. What if, instead, it's an unbalanced mix of skills and play that's standing in the way?

**DIG delivers the right skills and the right kind of play in a balanced way!**

**DIG is a comprehensive, thematic preschool curriculum** that engages the whole child across all developmental domains and content areas. It supports teachers as they develop, inspire, and grow little learners on their way to Grade K with:

- Our *Letter People* puppets and other playful materials!
- Daily, robust math and literacy instruction.
- Dramatic role play that fosters social relationships and self-regulation.
- Action rhymes, fingerplays, and songs featuring Dr. Jean Feldman.
- Integrated science and social studies themes.
- Focus questions that set the stage for inquiry-based learning.
- A comprehensive and ongoing formative assessment path.



**THE NEXT DIG THING!**

## DIG for Broward County ESE

# Early Learning Domains

It's simple: children must build upon their skills, little by little and in an **order that ensures each new skill supports the next**. For this reason, we designed *DIG* with the end in mind. Its **research-based sequence of instruction** and **consistent, integrated, and developmentally appropriate focus on foundational skills** ensures that the students in Broward County's ESE program are always operating from a solid base.

Curriculum Domains	Addressed in <i>DIG</i>
<b>Social and Emotional</b>	<p><i>DIG's</i> explicit approach to social-emotional development ensures children have multiple opportunities each week to explore, discuss, and practice both intrapersonal and interpersonal skills in a safe and nonthreatening way.</p> <p>Key to <i>DIG's</i> social-emotional instruction are <i>The Letter People</i>, a unique set of plush puppets and characters. Weekly stories featuring <i>The Letter People</i> address a wide range of topics (see list below). The interpersonal issues that arise in these stories lead to group discussions of alternative choices and behaviors. <i>The Letter People</i> stories also provide models for dealing with conflict within the classroom and beyond.</p> <p><b>Social-emotional topics include:</b></p> <ul style="list-style-type: none"><li>• Classroom Routines • Taking Turns • Making Friends • Feelings • Sharing</li><li>• Kindness • Listening Politely • Respecting Differences • Respecting Nature</li><li>• Growing and Changing • Solving Problems • Being Patient • Working It Out</li><li>• Tattling or Telling • Asking Politely • Classroom Responsibilities</li><li>• Making Mistakes • Paying Attention • Moving On</li></ul>
<b>Language and Communication</b>	<p>Due to the critical importance of language and the ability to communicate effectively, <i>DIG</i> places a strong emphasis on teaching oral vocabulary and language development in an integrated way. Across every whole- and small-group gathering, <i>DIG</i> provides ample opportunities to practice, develop, and extend children's oral language skills.</p> <p><b>Key features within the program that target Oral Language Development include:</b></p> <ul style="list-style-type: none"><li>• <b>Daily Wow Word instruction</b> that teaches a new rich and robust vocabulary word every day through the use of a large-format photo card with easy-to-follow instructions on the back of each card.</li><li>• <b>Daily wearable Wowbands™</b> that child-care providers send home each day to encourage families to incorporate new vocabulary into their everyday language.</li><li>• <b>Large-format Theme Anchor Charts</b> that display intricate visual illustrations and provide an opportunity for rich and authentic classroom discussion around the theme concepts, focus questions, and content-area vocabulary.</li><li>• <b>Point-of-Use Oral Language Development support</b> that appears alongside every Theme, Literacy, and Math Circle lesson and that is designed to help teachers support the oral language that is anticipated during Circle Time discussions.</li></ul>

# DIG for Broward County ESE

Curriculum Domains	Addressed in <i>DIG</i>
<b>Emergent Literacy – Reading</b>	<p>Emergent reading skills are the foundation to becoming a successful and fluent reader. That's why <i>DIG</i> includes a wide variety of reading resources along with multiple opportunities for shared, small-group, and independent reading.</p> <p>Key features within the program that develop Emergent Literacy Skills in Reading include:</p> <ul style="list-style-type: none"><li>• <b>Daily, repeated shared readings</b> that feature more than 60 highly engaging picture books and big books, across fiction and nonfiction—perfect for preschool-aged children.</li><li>• <b>Small group literacy lessons</b> featuring carefully crafted fiction and nonfiction rebus readers that support children as they begin to read on their own.</li><li>• <b>Daily, developmentally appropriate phonological awareness games and activities</b>, beginning with the lower levels of the continuum and progressing upward throughout the year.</li><li>• <b>Unique <i>Letter People</i> puppets</b> that feature a capital letter, lowercase letter, hidden letter, special characteristic, and song that all support letter identification.</li></ul>
<b>Emergent Literacy – Writing</b>	<p><i>DIG</i> supports early writing development by creating an environment where writing is frequently modeled and children have daily opportunities to practice writing. Writing instruction in <i>DIG</i> is structured around Modeled, Shared, and Independent Writing.</p> <p>Key features within the program that develop Emergent Literacy Skills in Writing include:</p> <ul style="list-style-type: none"><li>• <b>Daily modeled writing</b> that demonstrates and explains the process of writing across lists, letters, notes, stories, retellings, charts, and class poems and books.</li><li>• <b>Weekly shared writing opportunities</b> that inspire children to generate ideas for writing, dictate words or sentences about a shared experience, and as they become ready physically, to do some of the writing.</li><li>• <b>Multiple opportunities for independent writing practice</b> that encourage children to contribute pages to a new class book each week.</li></ul>
<b>Mathematics</b>	<p>In order to ensure that children are prepared for the kindergarten mathematics curriculum, <i>DIG</i> features a systematic approach to developing mathematics concepts and skills on a daily basis that align to state Pre-K mathematics standards as well as the Common Core State Standards for Mathematics in Kindergarten.</p> <p>Key features within the program that build knowledge and skills in Mathematics include:</p> <ul style="list-style-type: none"><li>• <b>Daily, robust instruction</b> supported by whole- and small-group lessons along with independent learning centers.</li><li>• <b>An intentional sequence of instruction</b> that builds on the previous lessons, taking incremental steps to ensure children's conceptual understanding while also developing problem-solving skills.</li><li>• <b>Hands-on materials</b> ranging from common mathematics tools (blocks, counters, number frames) to everyday materials (buttons, straws, cups of rice) as well as eight interactive big books that introduce and reinforce key concepts (see list below).</li></ul> <p>Math topics include:</p> <ul style="list-style-type: none"><li>• Sorting and Patterns • Counting &amp; 1:1 Correspondence • Measurement • Geometry</li><li>• Addition &amp; Subtraction</li></ul>

# DIG for Broward County ESE

Curriculum Domains	Addressed in DIG
<b>Science</b>	<p><i>DIG's</i> thematic structure integrates science learning into the entire curriculum and ensures children have robust, hands-on opportunities for mastering a wide range of science topics (see list below).</p> <p><b>Key features within the program that build knowledge and skills in Science include:</b></p> <ul style="list-style-type: none"><li>◦ <b>Weekly focus questions</b> that drive inquiry-based learning and that provide a framework for rich discussion and ongoing investigation.</li><li>◦ <b>Ten interactive science big books and online modules</b> that encourage children to think like scientists, lay a foundation for scientific understanding, and provide a complete science program within <i>DIG</i>.</li></ul> <p>Science topics include:</p> <ul style="list-style-type: none"><li>◦ Scientific Thinking ◦ Life Science ◦ Earth Science ◦ Physical Science</li></ul>
<b>Social Studies</b>	<p>As with the other content areas, <i>DIG</i> seamlessly integrates social studies into the overall curriculum through its thematic structure and with themes such as “At School,” “All About Me,” “Our Community,” and “Technology in Our World”.</p> <p><b>Key features within the program that build knowledge and skills in Social Studies include:</b></p> <ul style="list-style-type: none"><li>◦ <b>Weekly focus questions</b> that provide a real-world context for learning and encourage discussion of a wide spectrum of both practical and more abstract social studies concepts.</li><li>◦ <b>Nine interactive big books</b> that cover a range of social studies topics, giving an opportunity for children and teachers to discuss both familiar and unfamiliar concepts.</li></ul> <p>Social Studies topics include:</p> <ul style="list-style-type: none"><li>◦ People, Events, and Culture ◦ Citizenship ◦ Economics ◦ Geography</li></ul>
<b>Fine Arts</b>	<p>Children gravitate to hands-on, creative art activities that include experiences with different media, appreciation of different art forms, and development of large and small motor skills. That's why <i>DIG</i> keeps students moving and grooving with integrated opportunities for art, music, and movement each and every day.</p> <p><b>Key features within the program that target skills development in Fine Arts include:</b></p> <ul style="list-style-type: none"><li>◦ <b>A variety of familiar and new songs, chants, fingerplays, and movements</b> that capitalize on the natural appeal of music.</li><li>◦ <b>An Action Rhymes Flip Chart featuring Dr. Jean</b>, full of engaging action rhymes and fingerplays that children want to perform again and again.</li><li>◦ <b>A unique and memorable song for each letter of the alphabet</b> that helps children learn each letter name and sound, as well as the distinct personality and special characteristic of each <i>Letter Person</i>.</li><li>◦ <b>Art Studio and Dramatic Play learning centers</b> that offer open-ended creative art opportunities using new projects, media, and materials each week in order to keep the activities fresh and engaging.</li></ul>

# DIG for Broward County ESE

## Curriculum Domains

## Addressed in DIG

**Health and Well-Being** Because physical development and play are crucial to children's healthy growth and development, *DIG* not only incorporates opportunities for students to move and play, but also integrates topics related to health and well-being into daily thematic instruction.

Key features within the program that foster Health and Well-Being include:

- Two opportunities for outdoor play each day, with suggestions for physical activities that link to the current theme or focus question.
- Health and safety topics integrated into the main curriculum, including a dedicated monthly theme on health and nutrition during Theme 4.
- Five interactive big books that cover health and safety topics, giving an opportunity for rich discussion during Theme Circle times.
- Many weekly stories about the *Letter People* that address a variety of health and safety issues. (see list below)

Health & Safety topics include:

- Healthy Eating • Healthy Habits • Healthy Bodies • Crossing Streets Safely
- Avoiding Poisons • Classroom Safety • Fire Safety • Going to the Doctor

## Technology

*DIG* provides a collection of powerful technology tools for both children and teachers. Through MyDIGPreK.com, children develop their technology skills and knowledge while practicing emergent reading, writing, math, and science skills through a variety of online games, activities, and eBooks.

**MyDIGPreK.com for Children**—Children have anytime access from both school and home to the complete library of *DIG* digital games, activities, and eBooks, including:

- 50+ eBooks with audio support
- *DIG Letter People Games* for all 26 letters
- 17 Interactive Math and Science Modules

**MyDIGPreK.com for Teachers**—Teachers will find the home-school communication to be easier and more meaningful by including parents and caregivers in this secure, private online classroom community. In MyDIGPreK.com, teachers can:

- Instantly share messages, documents, photos, and videos with families.
- Provide families with links to eBooks, Interactive Online Modules, and *DIG Letter People Games* for learning at home.
- Keep families informed of important classroom events and activities.
- Access digital Teacher's Guides, anytime, anywhere.
- Download and print assessment tools, Family Fun Letters, Home Activity Calendars, Wowbands, Take-Home Books, and other resources.
- Play Dr. Jean videos and *Letter People Songs* during instruction.
- Use *Letter People* eBooks, Student Readers, and *DIG Letter People Games* and Interactive Online Modules in the classroom and encourage families to use them at home.
- Grow in their own profession with *DIG into PD*.

DIG for Broward County ESE

# PD and Training Support

## With You From the Start

Ensuring that Broward County ESE Administrators, Teachers and Support Staff experience success with *DIG* is of utmost importance to *Abrams Learning Trends*. Therefore, every purchase of our program includes comprehensive implementation training and ongoing support.

- FREE!** • Initial on-site half-day implementation training delivered by an *Abrams Learning Trends* Consultant
- FREE!** • Anytime access to a robust offering of self-guided, virtual implementation training sessions
- FREE!** • Dedicated phone and email support



# DIG for Broward County ESE

## Initial Program Implementation Training

This half-day session will offer an overview of the foundational research-base behind the program, and a solid understanding of the foundational skills that are central to *DIG*. Alignment of the program to the kindergarten Common Core State Standards will also be discussed.

Participants will:

- Take a deep dive into the Program Guide and become familiar with the thematic plan, scope and sequence, assessment information, and other program components.
- Explore a complete teaching unit and become familiar with the weekly instructional path, pacing, and sequence of concept and skill instruction.
- Become familiar with appropriate adaptations for differentiation of instruction, special education, ELL, and 3-year-old learners.
- Discuss daily and annual scheduling, and classroom management.
- Explore technology in the program.
- Understand how to administer program-wide assessments.
- Learn how to encourage more parental involvement and foster stronger home-school relationships.

## On-Demand Virtual Implementation Training

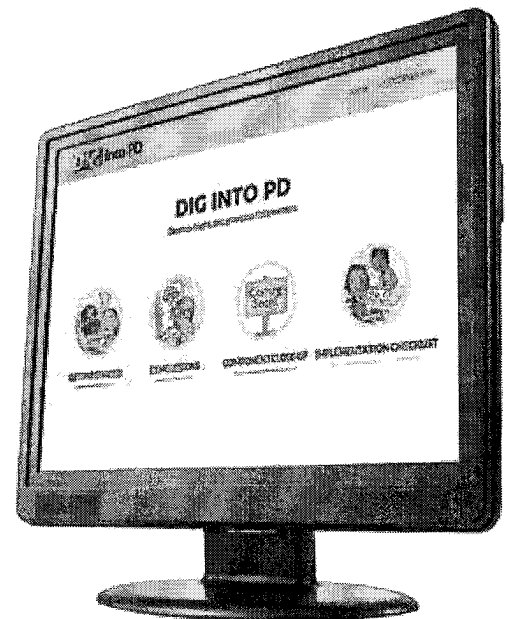
Anytime access to more than 30 training videos including demo lessons, classroom footage, and support posts enable busy educators to complete the training topics above at their own pace. With new, frequently added training resources, *DIG* users can continually supplement their professional training needs on demand throughout the year. Additionally, on-demand training enables busy administrators to get new teachers up to speed quickly and easily.

## Email/Phone Support

Trainers will be available by email and telephone during the initial implementation year and beyond to answer questions and to provide support for classroom teachers and coordinators.

## Certificate of Completion!

Each teacher who participates in and completes the above in-person and virtual implementation training sessions will be mailed a *DIG* Certificate of Completion!



**DIG for Broward County ESE**

# Sole Vendor Statement

**ABRAMS & COMPANY Publishers, Inc.**  
**dba ABRAMS LEARNING TRENDS**

This is to inform you that Abrams & Co. Publishers, Inc. is the sole vendor and publisher for the materials in the Abrams Learning Trends 2016 catalog. The following programs can only be purchased through Abrams Learning Trends.

- The Letter People® (includes all LP programs and individual LP components)
- DIG Pre-K Program & Individual Components
- Key Links Literacy
- Bookaboom
- Our Book Blog
- Reading Trends
- Content Area Reading Success
- Intervention Backpacks
- Student Backpacks
- Phonics Readers
- Dynamic Puppet Phonics
- Moving Up to Kindergarten
- Look I'm Reading!™
- Kindervention
- Interactive Big Book Math™ (Includes Online Components)
- Interactive Big Book Science™ (Includes Online Components)
- Interactive Big Book Health & Safety™
- Interactive Big Book Social Studies™
- Abrams Readers Theatre™
- Let's Write Handwriting Practice Book
- My Journal

Our materials are sold directly to schools and libraries. We do not deal with retail businesses that in turn resell our product. We do not have a national pricing structure based on wholesale/retail prices. Our catalog prices are those that we charge all customers nationwide, adding 10% (\$8.00 minimum) to cover processing, shipping and handling.

Please update your vendor list to include:

Abrams Learning Trends  
16310 Bratton Lane, Ste.250  
Austin, TX 78728  
PH: 1-800-227-9120 FAX: 1-800-737-3322  
Federal Tax Identification Number: 13-3518406  
[www.abramslearningtrends.com](http://www.abramslearningtrends.com)



Signed: Bill Thomas, Executive VP, General Manager  
May 24, 2016



# DIG for Broward County ESE

# Proposal / Agreement

Product	ISBN	Quantity	Regular Price	Total Price
DIG Complete Program Set	9780766520004	195	\$2,895.00	\$564,525.00
			Subtotal	\$564,525.00
			Discounted Shipping and Handling	\$28,226.25
			<b>Grand Total</b>	<b>\$592,751.25</b>

\*Proposal valid through 6/30/2016. Does not include applicable taxes.



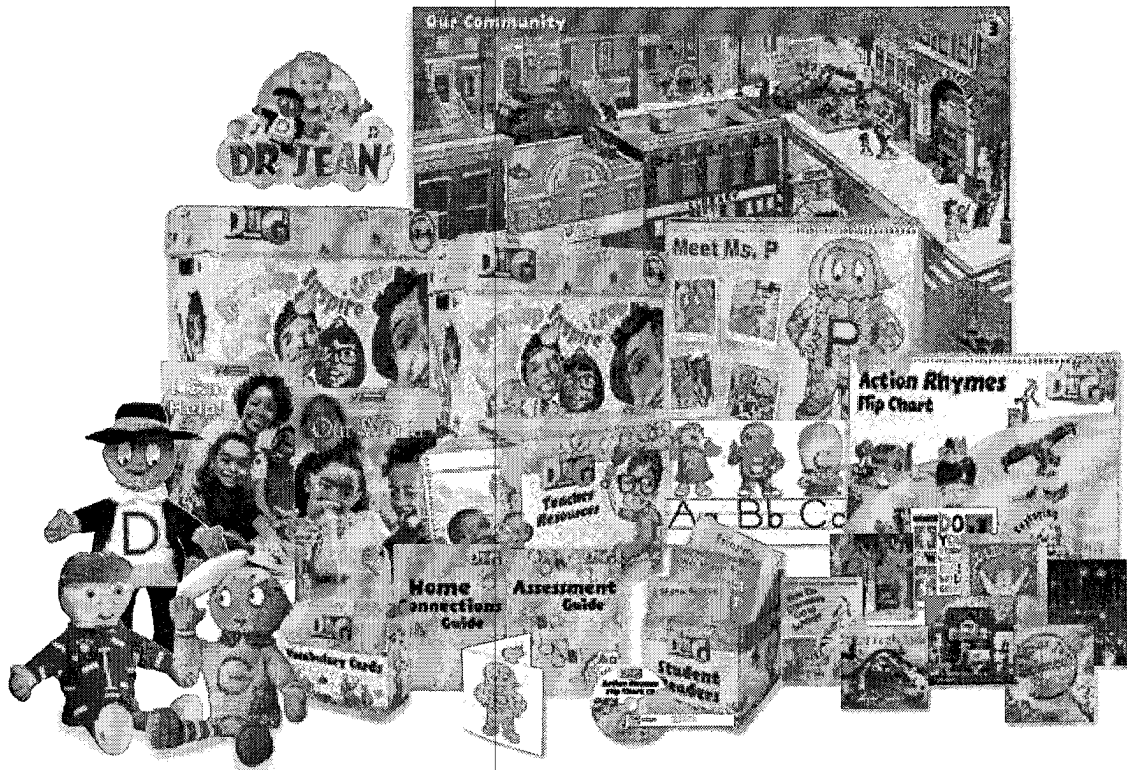
Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Aaron Mayers, President and CEO

June 1, 2016

Printed Name \_\_\_\_\_

Position \_\_\_\_\_



# DIG for Broward County ESE

# Scope and Sequence

This chart presents an overview of the skills and concepts covered across all eight themes in *DIG*.

	Theme 1	Theme 2	Theme 3	Theme 4	Theme 5	Theme 6	Theme 7	Theme 8
<b>SOCIAL-EMOTIONAL DEVELOPMENT</b>								
<b>Self-Awareness</b>								
Describes self positively	•	•	•				•	
Identifies personal feelings	•		•	•	•	•	•	•
Compares and contrasts self to others		•	•	•	•		•	
Respects personal boundaries	•	•	•	•	•	•	•	•
Recognizes personal limitations						•		
<b>Self-Regulation</b>								
Recognizes and regulates behavior and emotions	•	•		•		•	•	•
Understands and follows rules and routines	•	•	•	•	•	•	•	•
Demonstrates independence	•	•	•	•	•	•	•	•
Uses materials appropriately		•	•	•	•	•	•	•
Adapts to change	•	•	•	•	•	•	•	•
<b>Social Awareness</b>								
Shows an awareness of others and others' feelings	•	•	•	•				
Recognizes how actions affect others	•	•	•		•		•	
Shows empathy and kindness	•	•	•		•		•	•
<b>Social Competence</b>								
Shares materials and toys	•	•	•	•	•	•	•	•
Cooperates and plays with others	•	•	•	•	•	•	•	•
Assumes roles and responsibilities			•		•	•	•	
Demonstrates problem-solving skills	•				•	•	•	•
<b>Relationships</b>								
Identifies as being part of a family		•						
Manages separation from parent or caregiver	•							
Develops positive relationships with adults				•	•			
Develops positive relationships with peers	•	•	•	•	•	•	•	•
Makes friends	•	•	•	•	•	•	•	•
<b>LANGUAGE DEVELOPMENT</b>								
<b>Listening Comprehension</b>								
Demonstrates positive listening habits	•	•	•	•	•	•	•	•
Follows oral directions	•	•	•	•	•	•	•	•
Shows understanding	•	•	•	•	•	•	•	•
Responds appropriately	•	•	•	•	•	•	•	•
<b>Speaking and Conversation</b>								
Participates in oral language activities	•	•	•	•	•	•	•	•
Chooses forms of language for different purposes	•		•	•	•		•	•
Speaks clearly and appropriately	•	•	•	•	•	•	•	•
Expresses thoughts, feelings, and ideas	•	•	•	•	•	•	•	•
Engages in conversation	•	•	•	•	•	•	•	•
Follows rules of conversation	•	•	•	•	•	•	•	•
Asks questions	•	•	•	•	•	•	•	•
Uses greetings and introductions	•	•	•	•	•	•	•	•
Shares appropriate information	•	•	•	•	•	•	•	•
Provides descriptions	•	•	•	•	•	•	•	•
Makes relevant comments	•	•	•	•	•	•	•	•
Tells a story						•		•

# DIG for Broward County ESE

	Theme 1	Theme 2	Theme 3	Theme 4	Theme 5	Theme 6	Theme 7	Theme 8
<b>Vocabulary</b>								
Identifies new word meanings	•	•	•	•	•	•	•	•
Increases listening vocabulary	•	•	•	•	•	•	•	•
Uses and increases speaking vocabulary	•	•	•	•	•	•	•	•
Understands word relationships	•	•	•	•	•	•	•	•
Uses context to identify meaning	•	•	•	•	•	•	•	•
Acts out the meanings of words		•	•	•	•	•	•	
Names pictures	•		•	•	•	•	•	
Understands and uses question words			•		•		•	
Understands instructional language	•	•	•	•	•	•	•	•
Understands and uses complex vocabulary	•	•	•	•	•	•	•	•
<b>Language Conventions</b>								
Uses complete sentences	•	•	•	•	•	•	•	•
Combines ideas into complex sentences			•	•	•		•	
Uses plurals			•	•	•		•	
Uses verb tenses				•		•	•	
Uses subject-verb agreement	•		•	•			•	
Uses pronouns			•	•	•	•		•
Uses prepositions			•		•		•	
Uses possessives			•		•			•
<b>EMERGENT READING</b>								
<b>Motivation to Read</b>								
Engages in reading activities	•	•	•	•	•	•	•	•
Demonstrates emergent reading behaviors	•	•	•	•	•	•	•	•
Chooses to read	•	•	•	•	•	•	•	•
<b>Concepts of Print</b>								
Interacts with a variety of text types	•	•	•	•	•	•	•	•
Demonstrates appropriate book handling skills	•	•		•		•		
Identifies parts of a book	•	•	•	•		•		•
Understands directionality	•	•	•	•		•	•	•
Recognizes that spoken words are represented in text	•				•			•
Recognizes that letters form words	•	•	•	•	•	•	•	•
Understands that words are separated by spaces	•		•	•			•	
Differentiates letters from numerals			•		•			
<b>Phonological Awareness</b>								
Attends to sounds	•	•						
Engages in language play	•	•	•	•	•	•	•	•
Recognizes words that rhyme	•	•	•	•	•	•	•	•
Produces words that rhyme		•	•	•	•	•	•	•
Segments sentences into words	•	•						
Blends and segments compound words		•	•		•			
Blends and segments syllables	•	•	•	•	•			
Blends and segments onset and rime			•	•		•		
Matches initial sounds	•	•	•	•	•	•	•	•
Isolates and pronounces initial sounds	•	•	•	•	•	•	•	
Matches final sounds							•	•
Blends phonemes							•	•
<b>Alphabet Knowledge</b>								
Recognizes print in the environment	•						•	
Recognizes own name	•							
Recognizes and names letters	•	•	•	•	•	•	•	•
Recognizes letter-sound relationships	•	•	•	•	•	•	•	•
Produces letter sounds	•	•	•	•	•	•	•	•
Matches upper/lowercase letters					•	•	•	•

# DIG for Broward County ESE

	Theme 1	Theme 2	Theme 3	Theme 4	Theme 5	Theme 6	Theme 7	Theme 8
<b>Comprehension</b>								
Asks and answers questions	•	•	•	•	•	•	•	•
Retells stories	•	•	•	•	•	•	•	•
Recalls details	•	•	•	•	•	•	•	•
Describes connections in text				•	•	•	•	•
Uses picture clues	•	•	•	•	•	•	•	•
Makes inferences and draws conclusions	•	•	•	•	•	•	•	•
Exhibits curiosity in learning new words		•	•	•				•
Describes the role of author and illustrator	•	•		•	•		•	
<b>Responding to Texts</b>								
Distinguishes real from make-believe	•		•	•	•	•		
Makes predictions	•	•	•	•	•	•	•	•
Makes connections	•	•	•	•	•	•	•	•
Identifies relevant and irrelevant information related to a topic			•				•	
Compares and contrasts texts on the same topic					•			•
Identifies story sequence			•		•	•		•
Creates a new story ending				•			•	
Extends a story					•	•		•
<b>EMERGENT WRITING</b>								
<b>Developmental Writing</b>								
Writes to convey meaning	•	•	•	•	•	•	•	•
Writes name	•	•	•	•	•	•	•	•
Labels pictures	•	•	•	•	•	•	•	•
Completes a sentence	•	•	•	•	•	•	•	•
Dictates sentences and stories	•	•	•	•	•	•	•	•
Writes letters	•	•	•	•	•	•	•	•
Uses symbols or letters to write words	•	•	•	•	•	•	•	•
Attempts to spell words phonetically					•	•	•	•
<b>Text Types and Purposes</b>								
Writes to express an opinion		•	•	•	•		•	
Writes to inform	•	•	•	•	•	•	•	•
Writes to narrate an event	•		•	•	•	•	•	•
<b>Research and Collaboration</b>								
Participates in shared writing	•	•	•	•	•	•	•	•
Writes to answer a question		•	•		•	•	•	•
<b>Production and Distribution</b>								
Uses a variety of tools and materials	•	•	•	•	•	•	•	•
Revises writing						•		•
Presents to peers	•	•	•	•	•	•	•	•
<b>Writing Conventions</b>								
Uses writing conventions	•	•	•	•	•	•	•	•
Writes a list	•	•	•	•	•	•	•	•
Creates books	•	•	•	•	•	•	•	•
<b>MATHEMATICS</b>								
<b>Counting and Cardinality</b>								
Recites numbers in order	•	•	•	•	•	•	•	•
Uses one-to-one correspondence when counting	•	•	•	•	•	•	•	•
Counts to determine quantity	•	•	•	•	•	•	•	•
Counts to construct sets		•	•	•	•	•		•
Identifies quantities without counting		•		•		•		
Compares quantities		•		•	•	•		•
Recognizes numerals		•		•	•	•		•
Writes numerals				•	•	•	•	
Understands ordinal numbers		•	•					

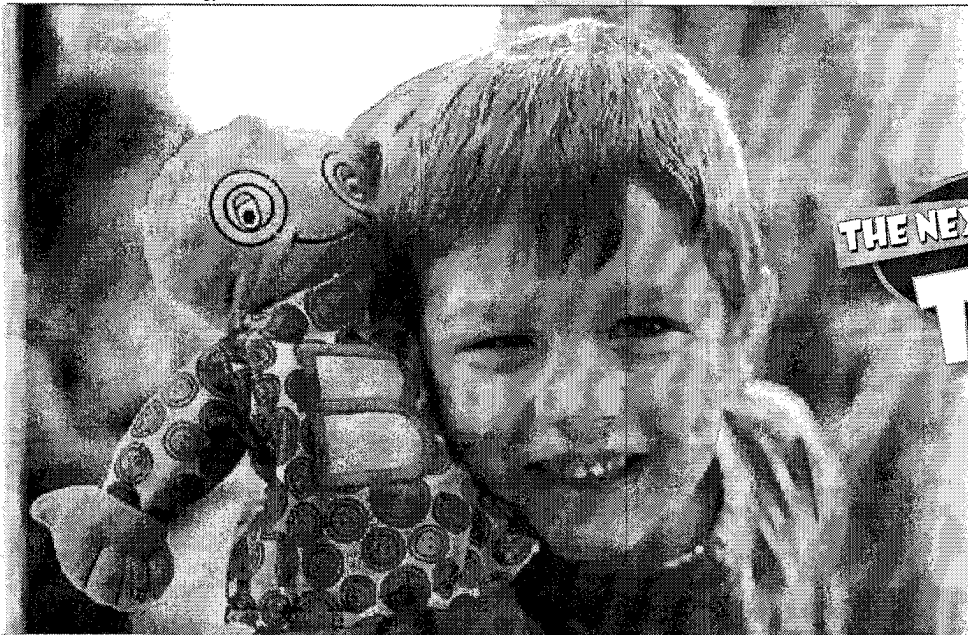
# DIG for Broward County ESE

	Theme 1	Theme 2	Theme 3	Theme 4	Theme 5	Theme 6	Theme 7	Theme 8
<b>Operations and Algebraic Thinking</b>								
Uses addition						•	•	•
Uses subtraction								•
Uses strategies to share and divide	•					•		•
<b>Geometry and Spatial Sense</b>								
Identifies shapes			•		•	•	•	•
Describes shapes			•		•	•	•	•
Creates shapes					•		•	
Understands shape constancy							•	
Understands symmetry							•	
Identifies spatial positions	•				•		•	•
Understands orientation terms	•				•		•	
<b>Sorting and Patterns</b>								
Sorts and describes objects	•		•		•	•	•	•
Classifies a group of objects	•	•	•		•	•	•	•
Recognizes and describes patterns	•		•	•	•		•	•
Copies and extends patterns	•	•	•		•		•	•
Creates patterns	•	•	•		•		•	•
<b>Measurement</b>								
Recognizes measurable attributes			•			•		
Compares using measurable attributes			•		•	•		
Orders using measurable attributes			•					
Measures length, weight, and height			•			•		
Recognizes concept of time				•	•			
<b>Data Collection and Organization</b>								
Creates charts and graphs			•		•		•	•
Analyzes organized data							•	•
Predicts results from data								•
<b>Mathematical Practices</b>								
Reasons abstractly and quantitatively		•	•	•		•		•
Constructs viable arguments and critiques the reasoning of others	•	•	•		•	•	•	•
Attends to precision	•	•	•	•	•	•	•	•
Looks for and makes use of structure	•	•	•	•	•	•	•	•
Looks for and expresses regularity in repeated reasoning	•	•		•				•
Models with mathematics		•		•	•	•	•	•
Uses appropriate tools strategically			•	•	•	•	•	•
Makes sense of problems and perseveres in solving them		•	•			•	•	•
<b>SCIENCE AND HEALTH</b>								
<b>Scientific Thinking</b>								
Demonstrates scientific curiosity				•	•	•	•	
Identifies and explores with the five senses	•	•		•			•	
Makes scientific observations		•		•	•	•	•	
Makes scientific predictions					•	•	•	
Organizes information					•	•	•	
Records and shares scientific findings					•	•	•	
Uses scientific tools					•	•	•	
<b>Life Science</b>								
Distinguishes between living and nonliving things						•		
Explores living things				•	•	•		
Investigates life cycles					•	•	•	
Investigates habitats			•		•	•		

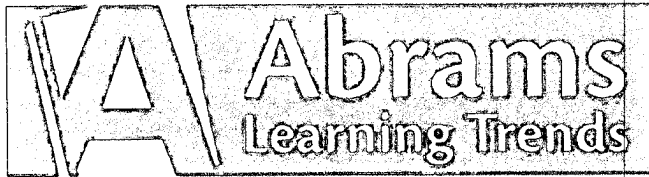


# DIG for Broward County ESE

	Theme 1	Theme 2	Theme 3	Theme 4	Theme 5	Theme 6	Theme 7	Theme 8
<b>Dramatic Play</b>								
Engages in dramatic play	•	•	•	•	•	•	•	•
Acts out stories	•	•	•	•	•	•	•	•
Responds to drama presentations								•
<b>PHYSICAL DEVELOPMENT</b>								
<b>Gross Motor Skills</b>								
Develops spatial and directional awareness	•	•	•	•	•	•	•	•
Develops motor control and balance	•	•	•	•	•	•	•	•
Develops body coordination	•	•	•	•	•	•	•	•
<b>Fine Motor Skills</b>								
Develops fine motor skills	•	•	•	•	•	•	•	•
Develops eye-hand coordination	•	•	•	•	•	•	•	•
Develops control with writing and art tools	•	•	•	•	•	•	•	•
<b>COGNITIVE DEVELOPMENT</b>								
<b>Approaches to Learning</b>								
Shows curiosity and initiative	•	•	•	•	•	•	•	•
Uses play to explore and learn	•	•	•	•	•	•	•	•
Approaches daily activities with creativity	•	•	•	•	•	•	•	•
Focuses attention appropriately	•	•	•	•	•	•	•	•
Demonstrates persistence	•	•	•	•	•	•	•	•
<b>Logic and Reasoning</b>								
Actively engages in problem solving		•	•		•	•	•	•
Recognizes cause-and-effect-relationships	•		•	•	•		•	•
Classifies, compares, and contrasts	•	•	•	•	•		•	•
Uses prior knowledge		•			•	•	•	•
<b>TECHNOLOGY</b>								
<b>Foundations of Technology</b>								
Identifies examples of technology								•
Understands technology's impact								•
Explores and uses various tools	•	•	•	•	•	•	•	•
<b>Using Technology</b>								
Uses technology appropriately	•	•	•	•	•	•	•	•
Creates with technology							•	•
Learns through technology	•	•	•	•	•	•	•	•



THE NEXT **DIG** THING!



Abrams Learning Trends  
 Bldg 2 Suite 250  
 16310 Bratton Lane  
 Austin, TX 78728  
 (800) 227-9120 phone  
 (800) 737-3322 fax  
 www.abramslearningtrends.com

Account Name BROWARD CO SCHOOLS  
 Bill To 600 SE 3RD AVE. 7TH FL  
 Fort Lauderdale, Florida 33301  
 United States  
 Ship To Name Wingate Oaks Center  
 Ship To Attn: Donna McCann  
 1211 NW 33rd Terrace  
 Fort Lauderdale, Florida 33311  
 United States  
 Phone (754) 321-3600  
 Fax 754-321-8250 AP  
 Primary Email donna.mccann@browardschools.com

Created Date 5/24/2016  
 Quote Number 00000862  
 Expiration Date 6/30/2016  
 Prepared By Zena Carter

Product	ISBN	Quantity	Unit Price	Sales Price	Ext. Price
DIG Complete Program Set	9780766520004	195	\$2,895.00	\$2,895.00	\$564,525.00
Subtotal					\$564,525.00
Shipping and Handling					\$28,226.25
Grand Total					\$592,751.25

Comments Shipping and handling discounted to 5% from 10%

**Sales Tax To Be Added Where Applicable.**



**List of Schools**  
Abrams Learning Trends (DIG)

A.C Perry  
Atlantic West  
Banyan  
Bennett  
Boulevard Heights  
Broadview  
Castel Hill  
Challenger  
Chapel Trail  
Colbert  
Collins  
Coral Cove  
Coral Springs  
Country Isles  
Cresthaven  
Croissant Park  
Cypress  
Dania  
Dillard  
Discovery  
Dolphin Bay  
Charles Drew  
Eagle Ridge  
Endeavor Primary  
Everglades  
Fairway  
Forest Hills  
Fox Trail  
Gator Run  
Griffin  
Hawkes Bluff  
Hollywood Park  
Horizon  
Indian Trace  
Jams Hunt  
Lake Forest  
Lakeside  
Larkdale  
Lauderhill Paul Turner  
Liberty  
Lloyd Estates  
Maplewood  
Margate

Markham  
Martin Luther King  
McNab  
Meadowbrook  
Miramar  
Mirror Lake  
Morrow  
Nob Hill  
Norcrest  
North Lauderdale  
Oakland Park  
Oakridge  
Oriole  
Palm Cove  
Palmview  
Park Ridge  
Park Springs  
Park Trails  
Parkside  
Pasadena Lakes  
Peters  
Pines Lakes  
Pinewood  
Plantation  
Quiet Waters  
Ramblewood  
Rock Island  
Royal Palm  
Sanders Park  
Sawgrass  
Sheridan Hills  
Sheridan Park  
Silver Lakes  
Silver Palms  
Silver Ridge  
Silver Shores  
Sunland Park  
Stephen Foster  
Sunset Lakes  
Thurgood Marshall  
Tradewinds  
Tropical  
Watkins

**List of Schools**  
Abrams Learning Trends (DIG)

Welleby  
West Hollywood  
Westwood Heights  
Winston Park

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 16<sup>th</sup> 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

**JIGSAW LEARNING LLC dba TEACHTOWN**  
(hereinafter referred to as "Teachtown"),  
whose principal place of business is  
330 West Cummings Park, Woburn, MA 01801

**WHEREAS**, Teachtown provides a research and evidence-based intervention for preschool through middle school students with moderate to profound disabilities and the program name is Teachtown: Basics; and

**WHEREAS**, Teachtown: Basics is a blend of online software and offline staff-led lessons with sophisticated data tracking and reporting; and

**WHEREAS**, Teachtown has piloted Teachtown: Basics with SBBC's preschool students with disabilities, and

**WHEREAS**, SBBC desires to implement Teachtown: Basics on a greater scale with SBBC's more intensive Pre-K students, and

**WHEREAS**, Teachtown desires to provide the program and related services to SBBC,

**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 on the date the Agreement is signed and executed by both Parties and conclude on June 30, 2017.

2.02 **Online and App-Based Lessons.** Teachtown will provide SBBC access to Teachtown: Basics on platforms of SBBC's choosing including browser-based from any desktop or laptop computer, I-Pad (3<sup>rd</sup> generation or higher), and Chrome App on Chrome Books or any other desktop or laptop device. Such access will be provided to SBBC 24 hours a day, seven days a week during the term of this agreement. Furthermore, access will be provided to SBBC students at home or any other setting where SBBC students receive services of any type at no additional cost. SBBC may mix/match choices of devices so that no SBBC student is tied to only one device. Teachtown: Basics delivers over 500 lessons and newly added lessons are available to SBBC as soon as they are deployed at no additional cost. Teachtown: Basics is adaptive and continuously adjusts to students' learning levels as needed so students are always working through skills at a difficulty level appropriate for them.

2.03 **Off-Computer Lessons.** Teachtown will provide SBBC over 300 "generalization lessons" suitable for use during the school day, at home, or any other setting where SBBC students receive services of any type. Teachtown's off-computer lessons provide students the opportunity to generalize, or transfer, skills mastered on the computer into the naturalistic setting.

2.04 **Assessment Tools.** Teachtown: Basics provides the most powerful data capture functionality of any program of its kind. For on-computer lessons, every click of the mouse is tracked enabling SBBC to measure usage and progress in real-time. This data is tagged to allow SBBC to know which educational setting each student is in when working through their lessons. For off-computer lessons, Teachtown: Basics includes an easy to use assessment toolset allowing SBBC staff to capture observed skills with basically only two-three clicks or touches of a tablet device.

2.05 **Reports.** Because of the richness of the data collected, Teachtown provides a large number of customizable reports which will provide SBBC key progress and usage metrics as soon as students start using the program. Such reports are an important element in differentiating student instruction, reporting progress against student IEPs, and identifying staff that may be in need of support using the program. These reports have proven highly valuable to parents and school districts have found they provide near irrefutable compliance data when needed.

2.06 **Training & Coaching.** Teachtown will work with SBCC to customize the professional development activities that best meet the needs of SBBC students and staff. Teachtown will provide four training days at times of SBBC's choosing. Teachtown will also deliver 20 in-classroom coaching days working side-by-side with SBBC staff to ensure the highest implementation fidelity possible. Additionally, on-line video tutorials are provided in addition to in-classroom training and coaching allowing for persistent on-demand refresher training at no additional cost.

2.07 **Support.** SBBC will have access to a Client Services Representative to provide help and support from the hours of 8:30am to 8:00pm ET.

(a) **Data Integration.** Teachtown will utilize Clever to accept teacher and student roster information from SBBC for the purpose of providing access to Teachtown:Basics.

2.08 **Payment.** SBBC will pay Teachtown \$291,000 for 24 on-site training and coaching days and 1,000 student licenses which will run for a twelve-month period starting on a date of SBBC's choosing. Licenses are re-assignable and SBBC may move licenses from child to child as needed to consider transfers in/out of district and other educational needs. Teachtown will invoice SBBC upon receipt of a valid SBBC purchase order and SBBC will pay Teachtown within 30 days of receipt of such invoice.

2.09 **Contact Information.** SBBC will provide to Teachtown a list of all schools using the Teachtown program, along with the contact information (email, mailing address, and phone number) of the principal or director of each school or site.

2.10 **M/WBE Participation.** As consideration for being awarded this contract agreement, Teachtown shall maintain twenty-two percent (22%) M/WBE participation in this contract agreement. Teachtown will identify the M/WBE firm that provide a commercial useful function, products and/or services in performing this contract agreement.

2.11 **Inspection of Teachtown Records by SBBC.** Teachtown 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 Teachtown 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 Teachtown or any of Teachtown payees pursuant to this Agreement. Teachtown'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. Teachtown 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) **Teachtown Records Defined.** For the purposes of this Agreement, the term "Teachtown 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 Teachtown 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 Teachtown pursuant to this Agreement.

(c) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Teachtown 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 Teachtown 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 Teachtown 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 Teachtown 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 Teachtown in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by Teachtown. If the audit discloses billings or charges to which Teachtown is not contractually entitled, Teachtown 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. Teachtown 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 Teachtown 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 Teachtown pursuant to this Agreement and such excluded costs shall become the liability of Teachtown.

(h) Inspector General Audits. Teachtown 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.

2.12 **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:	Supervisor, ESE Preschool Wingate Oaks Center
To Teachtown:	330 West Cummings Park Woburn, MA 01801 Attn: David Cappellucci

With a Copy to:

Kim Johnson  
330 West Cummings Park  
Woburn, MA 01801

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

### **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 local 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 nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachment A 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 VENDOR: VENDOR 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.27 **Travel.** Local travel shall not be billed as a reimbursable expense. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

3.28 **School Board Policies.** VENDOR agrees to comply with all School Board Policies, local, state and federal laws.

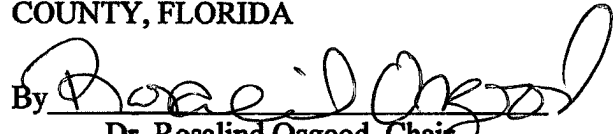
3.29 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this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

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

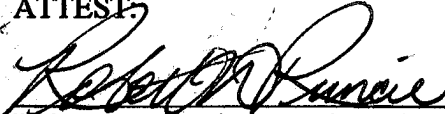
**FOR SBBC**

(Corporate Seal)

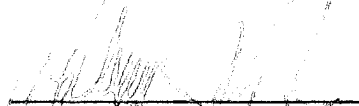
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By   
Dr. Rosalind Osgood, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

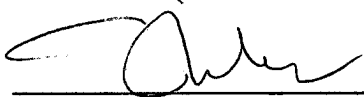
  
Office of the General Counsel

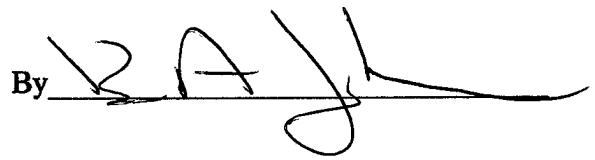
**FOR TEACHTOWN**

(Corporate Seal)

JIGSAW LEARNING, LLC

ATTEST:

  
SHARON REYNOLDS, Secretary

By 

**NOTARY**

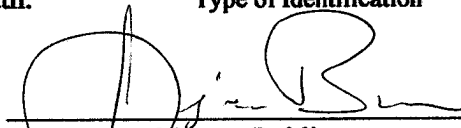
STATE OF MASSACHUSETTS

COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of JUNE, 2016 by KIMBERLY A. JOHNSON of JIGSAW LEARNING LLC on behalf of the corporation/agency.

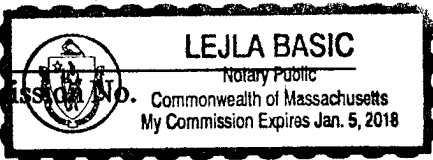
Name of Person  
Name of Corporation or Agency  
He/She is personally known to me or produced MA DRIVER LICENSE as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

  
Signature - Notary Public

LEJLA BASIC  
Printed Name of Notary

(SEAL)

Notary's Commission No.   
LEJLA BASIC  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Jan. 5, 2018

## INSURANCE REQUIREMENTS

### MINIMUM LIMITS OF INSURANCE

**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 Awardee 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 Awardee must be furnished to SBBC indicating the following:

Teachtown 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 an Awardee 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, FL, its members, officers, employees and agents are added as additional insured. The endorsement # 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 # 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:** 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.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.



# TEACHTOWN<sup>®</sup>

Exceptional Solutions for Exceptional Students.

## Sole Source Vendor Letter

August, 2015

To Whom It May Concern:

TeachTown, Inc. is a company with an exclusive focus on serving the needs of three distinct student groups – students with autism, developmental disabilities, and cognitive disabilities. TeachTown is the developer and sole owner of all copyrights, title, and interests in **TeachTown: Basics**, **TeachTown: Social Skills** and **TeachTown Registered Behavior Technician (RBT) Online Training Program**. **TeachTown: Basics** is a comprehensive program incorporating software and staff-led generalization lessons targeting the foregoing student groups. **TeachTown: Social Skills** curriculum is a teacher-led social skills curriculum and **TeachTown RBT Online Training Program** is a 40-hour online certification training program that is based on the RBT Task List as set by the BACB.

## The TeachTown Federal Tax ID is 30-0796510.

TeachTown's educational programs have been shown to help improve cognitive function and language skills in students and have been validated by academic research, published randomized control trial and other efficacy studies, and practical classroom experience.

**TeachTown: Basics** provides a complete standards-based curriculum combining online materials and teacher-led generalization activities. TeachTown's Training is provided by company certified trainers with classroom experience and a specialization in Applied Behavioral Analysis. TeachTown offers on-going virtual tutorials and on-line support at no additional charge. Professional development services are available for customized training. **Copyright is August 2010.**

**TeachTown: Social Skills** provides an animated video modeling curriculum designed to teach social skills and appropriate behavior to young children. TeachTown's Training is provided by company certified trainers with classroom experience and a specialization in Applied Behavioral Analysis. TeachTown offers on-going virtual tutorials and on-line support at no additional charge. Professional development services are available for customized training. **Copyright is January 2011.**

TeachTown, Inc. has trademarked, with the United States Patent and Trademark Office, the name TEACHTOWN to indicate, "Computer software for use in connection with training and intervention programs in the field of autism." Registration Number 3349616, Registration Date December 4, 2007, filed July 18, 2005, first use Feb. 2006.

All of TeachTown's works (print manuals and software) are copyrighted; however they have not been registered with the U.S. Copyright Office. In addition, TeachTown does not currently hold any patents.



# TEACHTOWN<sup>®</sup>

Exceptional Solutions for Exceptional Students.

TeachTown, Inc. is the sole and exclusive owner of *TeachTown: Basics*, *TeachTown: Social Skills* curricula materials and **TeachTown Registered Behavior Technician (RBT) Online Training Program**. TeachTown is the sole and exclusive provider of *TeachTown: Basics*, *TeachTown: Social Skills* and *TeachTown RBT Online Training Program* in the state of Florida.

If you would like additional information about our curricula and services, please contact your Sales Executive, Manuel Ferrer, at [mferrer@teachtown.com](mailto:mferrer@teachtown.com) or (305)298-1567.

Very truly yours,

*Kimberly A. Johnson*

Kimberly A. Johnson  
VP, Operations  
**TeachTown, Inc.**  
330 West Cummings Park  
Woburn, MA 01801  
(800) 283-0165- Phone  
(877) 295-8238 - Fax



330 West Cummings Park, Woburn, MA 01801 Fax: (877) 295-8238 (800) 283-0165

[www.teachtown.com](http://www.teachtown.com)

## List of Schools

Jigsaw Learning LLC (TeachTown)

A.C Perry  
Atlantic West  
Banyan  
Bennett  
Boulevard Heights  
Broadview  
Challenger  
Chapel Trail  
Colbert  
Collins  
Country Isles  
Cresthaven  
Croissant Park  
Cypress  
Dania  
Deerfield Park  
Dillard  
Dolphin Bay  
Charles Drew  
Eagle Ridge  
Everglades  
Fairway  
Forest Hills  
Gator Run  
Griffin  
Hawkes Bluff  
Hollywood Central  
Hollywood Park  
Horizon  
Indian Trace  
Lauderhill Paul Turner  
Maplewood  
Margate  
McNab  
Meadowbrook  
Miramar  
Mirror Lake  
Morrow  
Nob Hill  
Norcrest  
Oakland Park

Park Springs  
Park Trails  
Parkside  
Pasadena Lakes  
Peters  
Pines Lakes  
Pinewood  
Plantation  
Plantation Park  
Pompano Beach  
Ramblewood  
Sanders Park  
Sawgrass  
Silver Lakes  
Silver Palms  
Silver Ridge  
Silver Shores  
Stephen Foster  
Sunset Lakes  
Tradewinds  
Watkins