



# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-6.

|                     |                                                     |
|---------------------|-----------------------------------------------------|
| <b>MEETING DATE</b> | 2018-03-06 10:05 - School Board Operational Meeting |
| <b>AGENDA ITEM</b>  | ITEMS                                               |
| <b>CATEGORY</b>     | E. OFFICE OF STRATEGY & OPERATIONS                  |
| <b>DEPARTMENT</b>   | Procurement & Warehousing Services                  |

|                              |                                     |
|------------------------------|-------------------------------------|
| <b>Special Order Request</b> |                                     |
| <input type="radio"/> Yes    | <input checked="" type="radio"/> No |

|             |
|-------------|
| <b>Time</b> |
|-------------|

|                           |                                     |
|---------------------------|-------------------------------------|
| <b>Open Agenda</b>        |                                     |
| <input type="radio"/> Yes | <input checked="" type="radio"/> No |

**TITLE:**

Recommendation to Approve Second Amendment - 14-067E - Professional Development Management Software System and Services

**REQUESTED ACTION:**

Approve the recommendation to award the second amendment above. Contract Term: July 1, 2018 through December 31, 2018, 6 Months; User Department: Professional Development Standards and Support; Award Amount: \$186,700; Awarded Vendor(s): Frontline Technologies Group LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

This contract will extend the current provider of professional development support services for six (6) months to allow for District staff to align updating of source data systems prior to the initiation of the new recommended solution.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**

|                                                        |                                                                 |                                                       |
|--------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------|
| <input type="radio"/> Goal 1: High Quality Instruction | <input checked="" type="radio"/> Goal 2: Continuous Improvement | <input type="radio"/> Goal 3: Effective Communication |
|--------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------|

**FINANCIAL IMPACT:**

The financial impact was already approved at the Regular School Board Meeting, Item EE-15 on February 21, 2018.

**EXHIBITS: (List)**

(1) Executive Summary (2) Second Amendment Agreement (3) Approved ARF 7-28-2015 RSBM E-4 (4) Approved ARF 5-6-2014 RSBM EE-3

|                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BOARD ACTION:</b><br><br><h2 style="margin: 0;">APPROVED</h2> <p style="font-size: small;">(For Official School Board Records Office Only)</p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|

|                                          |                     |
|------------------------------------------|---------------------|
| <b>SOURCE OF ADDITIONAL INFORMATION:</b> |                     |
| Name: Susan Leon                         | Phone: 754-321-5009 |
| Name: Mary C. Coker                      | Phone: 754-321-0501 |

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

Maurice L. Woods - Chief Strategy & Operations Officer

Signature

*Maurice Woods*  
2/26/2018, 4:25:32 PM

Approved In Open Board Meeting On:

MAR 06 2018

By: *Nora Rupert*  
School Board Chair

## **EXECUTIVE SUMMARY**

### **Recommendation to Approve Second Amendment 14-067E - Professional Development Management Software System and Services**

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This request is to approve the Second Amendment to Agreement between Frontline Technologies Group, LLC, and The School Board of Broward County, Florida (SBBC), for six (6) months, starting July 1, 2018 through December 31, 2018. The original item EE-3 approved by the School Board on May 6, 2014, expires on June 30, 2018.

The Second Amendment to the Agreement was previously submitted to the School Board for approval as Item EE-15 on February 21, 2018, at the Regular School Board Meeting (RSBM); however, the Second Amendment, as well as the original Agreement and the First Amendment was not attached to that Item. This Agenda Item is being submitted with all appropriate attachments.

This contract will extend the ASP Hosting services of the current provider of professional development support services for six (6) months to allow for SBBC staff to align updating of source data systems prior to the initiation of the new recommended solution, that was approved at the RSBM on February 21, 2018 with Item EE-14. This will ensure efficiency, result in saving staff effort, and is anticipated to simplify the rollout to teachers by ensuring functionality prior to training.

#### **Financial Impact**

The financial impact was already approved at the Regular School Board Meeting, Item EE-15 on February 21, 2018.

## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 6<sup>th</sup> day of March 2018, 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

**FRONTLINE TECHNOLOGIES GROUP LLC**  
(hereinafter referred to as "VENDOR"),  
having its principal place of business at  
1400 Atwater Drive  
Malvern, PA 19355-8701

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-067E, Professional Development Management Software System and Services (hereinafter referred to as "RFP"), dated February 4, 2014, and amended by Addendum No. 1 dated February 10, 2014, Addendum No. 2 dated February 24, 2014 and Addendum No. 3 dated February 27, 2014, each of which is incorporated by reference herein, for the purpose of receiving proposals for Professional Development Management Software System and Services; and

**WHEREAS**, the VENDOR submitted a proposal on February 27, 2014, including a Cost Proposal, in response to the RFP, (hereinafter collectively referred to as "PROPOSAL"), which are incorporated herein by reference; and

**WHEREAS**, the RFP allows for the Agreement to extend through June 30, 2019; and further allows for, upon the mutual agreement between SBBC and VENDOR, an extension for two (2) additional one (1) year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

**WHEREAS**, SBBC and VENDOR entered into an Agreement on May 6, 2014 (hereinafter referred to as "Agreement") under the RFP with an expiration of June 30, 2018; and

**WHEREAS**, SBBC and VENDOR entered into a First Amendment on July 28, 2015.

**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:

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

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

**The following provision shall be added to Article 2.01 of the Agreement, by interlineation, as follows:**

Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement is hereby extended to December 31, 2018, solely for the ASP-hosting Option as referenced in the VENDOR's PROPOSAL.

**The following provision shall be added to Article 2.04 of the Agreement, by interlineation, as follows:**

The license fees for the ASP-hosting Option as referenced in the VENDOR's PROPOSAL for the time period of July 1, 2018 through December 31, 2018 shall be One hundred Eighty Six Thousand, Seven Hundred Dollars and 00/100 Cents (\$186,700.00). Subsequent to the execution of this Second Amendment by all parties, VENDOR will submit a proper and appropriate invoice for the amount of One hundred Eighty Six Thousand, Seven Hundred Dollars and 00/100 Cents (\$186,700.00) and SBBC will pay same invoice net thirty (30) days from the date of the invoice.

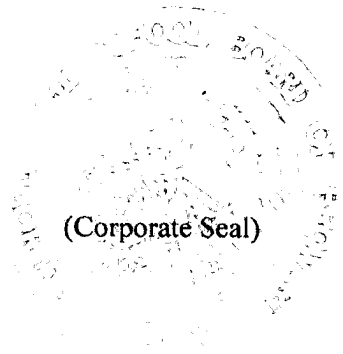
1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Second Amendment to Agreement; then
- b) the First Amendment; then
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

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



(Corporate Seal)

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By *Nora Rupert*  
Nora Rupert Chair

ATTEST:

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams, Esq. -  
kathelyn.jacques-adams@gbrowardschools.com  
Reason: Frontline Technologies Group LLC - Second  
Amendment (2)  
Date: 2018.02.21 13:12:25 -05'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

FRONTLINE TECHNOLOGIES GROUP  
LLC

ATTEST:

By *Scott Crouch*  
Signature

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

Printed Name: SCOTT CROUCH

Title: VP, FINANCIAL OPERATIONS

-or-

*[Signature]*  
Witness

*[Signature]*  
Witness

STATE OF Pennsylvania

COUNTY OF Chester

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of February, 2018 by Scott Crouch of

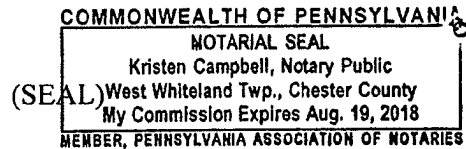
Frontline Education on behalf of the corporation/agency. He/She is personally known to me or produced in person as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

*Kristen Campbell*  
Signature – Notary Public

Kristen Campbell  
Printed Name of Notary

1285250  
Notary's Commission No.





# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

|                                                               |
|---------------------------------------------------------------|
| <b>Special Order Request</b>                                  |
| <input type="radio"/> Yes <input checked="" type="radio"/> No |
| <b>Time</b>                                                   |
| <b>Open Agenda</b>                                            |
| <input type="radio"/> Yes <input checked="" type="radio"/> No |

|                     |                                                    |
|---------------------|----------------------------------------------------|
| <b>MEETING DATE</b> | Jul 28 2015 10:15AM - Regular School Board Meeting |
| <b>AGENDA ITEM</b>  | CONSENT ITEMS                                      |
| <b>CATEGORY</b>     | E. OFFICE OF STRATEGY & OPERATIONS                 |
| <b>DEPARTMENT</b>   | Procurement & Warehousing Services                 |

**ITEM No.:**  
**E-4.**

**TITLE:**  
First Amendment to Agreement - 14-067E - Professional Development Management Software System and Services

**REQUESTED ACTION:**  
Approve the First Amendment to Agreement for the above contract. Contract Term: May 6, 2014, through June 30, 2018, 4 Years, 1 Month; User Department: Office of Talent Development; Original Award Amount: \$1,377,000; Awarded Vendor(s): Frontline Technologies Group, LLC; M/WBE Vendor(s): None

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida, received six (6) proposals for 14-067E - Professional Development Management Software System and Services. This RFP provides a Professional Development Management Software System to manage, track, and outline professional development opportunities via a comprehensive single, sign-on system. A copy of the RFP documents are available online at: <http://www.broward.k12.fl.us/supply/agenda/14-067E-Professional-Devipmt-Mgnt-Software-Sys.pdf> See Supporting Docs for continuation of Summary Explanation and Background.  
  
The First Amendment to Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction     Goal 2: Continuous Improvement     Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Continuation of Summary Explanation and Background (2) First Amendment to Agreement (3) Approved ARF 5-6-14 RSBM EE-3 (4) Original Agreement (5) Vendor Letter (6) Frontline W-9

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

**SOURCE OF ADDITIONAL INFORMATION:**

|                        |                     |
|------------------------|---------------------|
| Name: Kathryn Sullivan | Phone: 754-321-5009 |
| Name: Ruby Crenshaw    | Phone: 754-321-0501 |

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

Maurice L. Woods - Chief Strategy & Operations Officer

**Signature**  
*Maurice Woods*  
Thursday, July 16, 2015 5:45:03 PM

Approved In Open Board Meeting On:

By:

**JUL 28 2015**  
*Donna Fournier*  
School Board Chair

**CONTINUATION OF SUMMARY EXPLANATION AND BACKGROUND**

The awardee provides a professional development management system that enables the District to provide professional development courses to its employees.

On May 1, 2015, Frontline Technologies Group, LLC, acquired My Learning Plan, Inc., through an asset purchase transaction; therefore, an amendment is being presented to make this change.

On June 16, 2015, Section 6.3 of the RFP, Insurance Requirements, was sent to the Risk Management department for review to determine if the requirements for insurance shall remain the same. Risk Management recommended amending Subsection 6.3.3, Professional Liability, which originally stated in the language that the "deductible shall not exceed \$25,000" for this particular insurance requirement. According to Risk Management, this statement shall be removed and all other insurance requirements for this proposal shall remain the same.

RFP Section 6.3, Insurance Requirements, was amended and incorporated in the First Amendment to Agreement to provide revised insurance requirements recommended by Risk Management.



**FIRST AMENDMENT  
TO AGREEMENT**

~~28~~ THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this  
28 day of July, 2015, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**FRONTLINE TECHNOLOGIES GROUP, LLC**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
1400 Atwater Drive  
Malvern, PA 19355-8701

**WHEREAS**, SBBC and My Learning Plan, Inc., entered into an Agreement dated May 6, 2014 (hereinafter referred to as "Agreement") under RFP 14-067E, Professional Development Management Software System and Services a copy of which is attached and incorporated herein as **Attachment A**; and

**WHEREAS**, VENDOR acquired My Learning Plan, Inc. effective May 1, 2015; and

**WHEREAS**, the Parties mutually desire to amend the Agreement to substitute VENDOR for My Learning Plan, Inc. in the Agreement; and

**WHEREAS**, the Parties mutually agree that it is the intention of the Parties that the VENDOR accept any and all liabilities under the Agreement from the inception of the Agreement; and

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

2. **Amended Provisions.** The name of the VENDOR shall be substituted, by interlineation, for My Learning Plan, Inc. in the Agreement and VENDOR shall be responsible for all duties and responsibilities under the Agreement. Additionally, VENDOR agrees that such duties and responsibilities shall include, but is not be limited to any and all requirements under the Agreement, any and all liabilities of and damages caused by My Learning Plan, Inc. from the inception of the Agreement.

3. Section 2.06 of the Agreement is hereby amended, by interlineation, as follows to replace My Learning Plan Inc. and its address:

TO VENDOR: Frontline Technologies Group, LLC  
1400 Atwater Drive  
Malvern, PA 19355-8701

4. Section 2.02 of the Agreement is hereby amended as follows:

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

First: This First Amendment to Agreement, then,  
Second: Agreement, then,  
Third: Addendum No. 3, then,  
Fourth: Addendum No. 2, then,  
Fifth: Addendum No. 1, then,  
Sixth: RFP 14-067E – Professional Development Management Software System and Services  
Seventh: Proposal submitted in response to the RFP by My Learning Plan, Inc.

5. Section 6.3.3 of the RFP is hereby amended as follows:

**Insurance Requirements**

**6.3.3 PROFESSIONAL LIABILITY:** Limits not less than \$1,000,000 per occurrence covering services provided under this contract.

6. VENDOR is responsible to timely amend any and all documents required under the Agreement to substitute its name in the place of My Learning Plan, Inc. and timely submit same to SBBC.

7. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

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

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.**

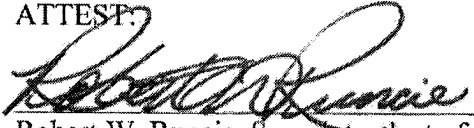
**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

Frontline Technologies Group, LLC

ATTEST:

By Todd A Orlando

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

-or-  
Todd A Orlando

Witness

Sarah L. Breyer  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

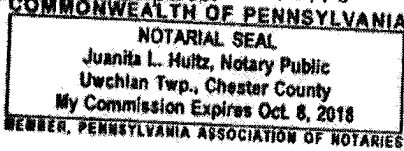
STATE OF Pennsylvania

COUNTY OF Chester

The foregoing instrument was acknowledged before me this 9th day of July, 2015 by Todd A Orlando of Frontline Technologies Group LLC, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires: 10/8/18



(SEAL)

Juanita L. Hultz  
Signature - Notary Public

Juanita L. Hultz  
Printed Name of Notary

# 1076011  
Notary's Commission No.

**AGENDA REQUEST FORM**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                    |                                                                                              |                                   |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------------------------|
| Meeting Date<br><b>5/6/2014</b>                                                    | <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align: center; padding: 2px;">Open Agenda<br/><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</td> <td style="width:50%; text-align: center; padding: 2px;">Special Order Request<br/><input type="checkbox"/> Yes    <input checked="" type="checkbox"/> No</td> </tr> </table> | Open Agenda<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Order Request<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Agenda Item Number<br><b>EE-3</b> |
| Open Agenda<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Order Request<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                   |                                                                                    |                                                                                              |                                   |

|                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                          |  |                     |              |               |              |      |       |
|--------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|--|---------------------|--------------|---------------|--------------|------|-------|
| <b>TITLE:</b>                              | <b>Professional Development Management System</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |  |                     |              |               |              |      |       |
| <b>REQUESTED ACTION:</b>                   | Approve the Agreement with My Learning Plan, Inc., for a Professional Development Management System (PDMS) tool for the District.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                          |  |                     |              |               |              |      |       |
| <b>SUMMARY EXPLANATION AND BACKGROUND:</b> | <p>The School Board of Broward County, Florida (SBBC) issued a Request for Proposal (RFP) to obtain bids from qualified vendors to provide a dedicated Professional Development Management Software System (PDMS) to manage, track, and outline professional development opportunities via a comprehensive single, sign-on system for searching, registration, documentation, and compliance participation for all internal certificated and non-certificated users and external users including charter schools. A system that is personalized and differentiated provides professional development built on talent management, assesses the efficacy of teacher, administrator, and district-level professional development/training tied to student outcomes and includes multiple delivery models anchored in innovative technology. The District was interested in a solution that was most responsive and met the requirements as specified in the RFP. The term of this Agreement will conclude June 30, 2018.</p> <p>The proposed system will meet all of the minimum requirements for Section 4.0 Facilitator Profile of the Local Instructional Improvement Systems as defined by Race to the Top.</p> <p>This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.</p> |                                          |  |                     |              |               |              |      |       |
| <b>SCHOOL BOARD GOALS:</b>                 | <input checked="" type="checkbox"/> •Goal 1: High Quality Instruction<br><input checked="" type="checkbox"/> •Goal 2: Continuous Improvement<br><input type="checkbox"/> •Goal 3: Effective Communication                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                          |  |                     |              |               |              |      |       |
| <b>FINANCIAL IMPACT:</b>                   | The financial impact is \$1,377,000. The funding source is Race to the Top grant funding under Amendment 15-MOU 6.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                          |  |                     |              |               |              |      |       |
| <b>EXHIBITS: (List)</b>                    | 1. Executive Summary<br>2. Propose Agreement<br>3. RFP 14-067E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                          |  |                     |              |               |              |      |       |
| <b>BOARD ACTION:</b>                       | <div style="font-size: 2em; font-weight: bold; text-align: center; margin-bottom: 10px;">APPROVED</div> <table style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;"><b>SOURCE OF ADDITIONAL INFORMATION:</b></td> </tr> <tr> <td style="padding: 2px;">Dr. Elisa Calabrese</td> <td style="padding: 2px; text-align: right;">754-321-5044</td> </tr> <tr> <td style="padding: 2px;">Ruby Crenshaw</td> <td style="padding: 2px; text-align: right;">754-321-0501</td> </tr> <tr> <td style="padding: 2px;">Name</td> <td style="padding: 2px; text-align: right;">Phone</td> </tr> </table>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>SOURCE OF ADDITIONAL INFORMATION:</b> |  | Dr. Elisa Calabrese | 754-321-5044 | Ruby Crenshaw | 754-321-0501 | Name | Phone |
| <b>SOURCE OF ADDITIONAL INFORMATION:</b>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                          |  |                     |              |               |              |      |       |
| Dr. Elisa Calabrese                        | 754-321-5044                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |  |                     |              |               |              |      |       |
| Ruby Crenshaw                              | 754-321-0501                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                          |  |                     |              |               |              |      |       |
| Name                                       | Phone                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                          |  |                     |              |               |              |      |       |

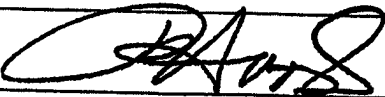
(For Official School Board Records' Office Only)

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

*Maurice L. Woods M.W.*  
**Chief Strategy & Operations Officer**  
**Office of Strategy & Operations**

Approved in Open Board Meeting on:

**MAY 06 2014**

  
 \_\_\_\_\_  
 School Board Chair

By:  
 Form #4189  
 Revised 12/12  
 RWR/MLW/EC/RC:sb



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0936

SUPPLY MANAGEMENT & LOGISTICS  
RUBY CRENSHAW, CPPO, DIRECTOR  
www.browardschools.com

## SCHOOL BOARD

*Chair* PATRICIA GOOD  
*Vice Chair* DONNA P. KORN

*Board Members* ROBIN BARTLEMAN  
HEATHER P. BRINKWORTH  
ABBY M. FREEDMAN  
ANN MURRAY  
DR. ROSALIND OSGOOD  
LAURIE RICH LEVINSON  
NORA RUPERT

ROBERT W. RUNCIE  
*Superintendent of Schools*

May 21, 2014

My Learning Plan, Inc.  
8586 Potter Park Drive  
Sarasota, FL 34238

RE: RFP 14-067E - PROFESSIONAL DEVELOPMENT MANAGEMENT SYSTEM

Dear Sir/Madame:

As Director of Supply Management and Logistics for the School Board of Broward County, Florida I have been authorized by the School Board of Broward County, Florida to renew, amend and execute contracts on behalf of the School Board. This letter is to advise you that I am accepting your offer to furnish services/equipment/supplies for My Learning Plan Inc.

Attached is the executed Agreement with My Learning Plan Inc. Full details of the terms are outlined in the Agreement.

Sincerely,

Ruby Crenshaw, CPPO  
Director, Supply Management & Logistics

RC:sb  
Attachment

cc: Dr. Elisa Calabrese, Chief Talent Development Officer  
Carol Barker, Manager, Purchasing Operations

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 6<sup>th</sup> day of May, 2014,  
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

**My Learning Plan, Inc**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
8586 Potter Park Drive  
Sarasota, Fl. 34238

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-067E, Professional Development Management Software System and Services (hereinafter referred to as "RFP"), dated February 4, 2014, and amended by Addendum No. 1 dated February 10, 2014, Addendum No.: 2 dated February 24, 2014 and Addendum No.: 3 dated February 27, 2014, each of which is incorporated by reference herein, for the purpose of receiving proposals for Professional Development Management Software System and Services; and

**WHEREAS**, SBBC desires to purchase goods and services from the VENDOR; and

**WHEREAS**, the VENDOR submitted a proposal on February 27, 2014, including a Cost Proposal, in response to the RFP, (hereinafter collectively referred to as "PROPOSAL"), which are incorporated herein by reference..

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

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

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on June 30, 2018.

2.02 **Priority of documents.** In the event of a conflict between documents following priority of documents shall govern.

- First: This Agreement; then
- Second: Addendum No. 3 to RFP 14-067E; then
- Third: Addendum No. 2 to RFP 14-067E; then
- Fourth: Addendum No. 1 to RFP 14-067E; then
- Fifth: RFP 14-067E - Professional Development Management Software System and Services; then
- Sixth: Proposal submitted by VENDOR in response to RFP 14-067E.

2.03 **Services.** The VENDOR will provide services to SBBC as specified in VENDOR's PROPOSAL.

2.04 **Pricing.** Pricing for items as specified in the RFP shall be based upon VENDOR's PROPOSAL.

2.05 **Inspection of VENDOR's Records by SBBC.** VENDOR 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 VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR'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. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other 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 VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR 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 VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR 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 VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR 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. VENDOR 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 VENDOR 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 VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR 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.

**2.06 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: Chief Talent Development Officer  
The School Board of Broward County, Florida  
3531 Davie Road  
Davie, Florida 33314

CIO, Information and Technology  
The School Board of Broward County  
7720 West Oakland Park Blvd.  
Sunrise, Florida 33351

To VENDOR: My Learning Plan Inc.  
8586 Potter Park Drive  
Sarasota, Fl. 34238

With a Copy to: Jennifer Walter, Vice President  
My Learning Plan Inc.  
8586 Potter Park Drive  
Sarasota, Fl. 34238

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

**2.08 Indemnification.** 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.

### 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. In the event of such termination, SBBC shall pay **VENDOR** for all goods and services provided through the effective date of termination.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

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

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

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or 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 contract 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 Section 1002.22, Florida Statutes, or 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 Section 1002.22, 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.

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

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

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

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

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

3.16 **Assignment**. Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibit or Attachment 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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, regarding 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 **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)

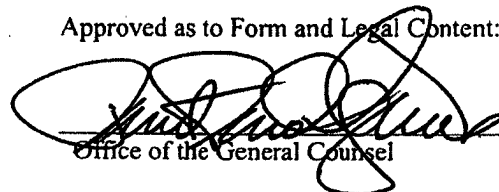
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 04/07/14  
Office of the General Counsel

FOR My Learning Plan

(Corporate Seal)

ATTEST:

[Signature]  
\_\_\_\_\_  
, Secretary  
-or-  
\_\_\_\_\_  
Witness

My Learning Plan, Inc.

By [Signature]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF New York

COUNTY OF Nassau

The foregoing instrument was acknowledged before me this 3rd day of April, 2014 by Elizabeth Marmoleja of My Learning Plan

Name of Person  
My Learning Plan, on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced NYS Driver's License as identification and did/did not first take an oath.  
Type of Identification

My Commission Expires: 8/29/2017

[Signature]  
Signature - Notary Public

Sofia M. Flores  
Printed Name of Notary

(SEAL)

SOFIA M. FLORES  
Notary Public, State of New York  
No. 01FL6132690  
Qualified in Nassau County  
Commission Expires Aug. 29, 2017

01FL6132690  
Notary's Commission No.