

## **FIRST AMENDMENT TO AGREEMENT**

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

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

and

**PUBLIC CONSULTING GROUP, INC.**  
(hereinafter referred to as "PCG"),  
having its principal place of business at  
148 State Street, 10<sup>th</sup> Floor, Boston  
Massachusetts, 02109

**WHEREAS**, SBBC and PCG entered into an Agreement dated July 1, 2016 (hereafter "Agreement"); and

**WHEREAS**, the Agreement provides access to an Internet-based Electronic Management system ("EMS computer software") for Individual Educational Plans, Gifted Education Plans and Service Plans for Private School students. In addition, it assists administrators and teachers with the reporting requirements of the Individuals with Disabilities Education Act of 2004, (9PL 105-17) ("IDEA"), and the license to access PCG's related proprietary systems and documentation including, but not necessarily limited to EasyFAX, SmartScan, the Gifted Module, Paperclip, Advanced Reporting and Behavior Plus; and

**WHEREAS**, the parties mutually desire to enhance the Gifted Education Plan through the development of an Interim EP, similar to the Interim EP already in the system; and

**WHEREAS**, the parties mutually desire to include the Student Impacts Information (SII) Application to the scope of this Agreement. The implementation of this Application is a joint endeavor of SBBC, PCG and Instructure to provide an easy to use application for reviewing and incorporating student accommodations from EDPlan IEPs into Canvas LMS by classroom teachers. The SII application will operate as a LTI tool provider invoked from within the Canvas user experience; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "First Amendment").

**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 provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.03 **Pricing and Payment**

2.03.1 **Pricing**. The pricing as detailed in **Attachment A**, constitutes a fixed cost for all licensed software, implementation, customization services, maintenance, support services, materials and services, instructional end-user and administrator training costs and any PCG or third party products for the Initial Term. The Parties agree that the firm fixed costs (a/k/a "Fixed Cost") shall not include any products, services or expenses not specified in **Attachment A** and is dependent upon both Parties fulfilling their respective obligations hereunder. In the event the Parties elect to extend the Term of this Agreement, the Parties agree that the pricing for Annual Support and Maintenance (**on Attachment A**) shall not be increased. The pricing as detailed in **Attachment C**, constitutes a one-time fee for the development of an Interim EP for the Gifted Development Plan and is dependent upon both Parties fulfilling their respective obligations hereunder. The pricing as detailed in **Attachment D**, constitutes the costs associated with the project development and ongoing hosting and support for the Student Impacts Information (SII) Application and is dependent upon both Parties fulfilling their respective obligations hereunder.

2.03.2 **Payment**. In consideration of the licenses granted by PCG to SBBC under this Agreement, SBBC shall pay the fee of \$569,000.00 (set forth in **Attachment A**) in four (4) installments of \$142,250.00 due to PCG on a quarterly basis for satisfactory service under the terms of this Agreement. SBBC shall pay the fee of \$44,000 within thirty (30) days of receipt of an appropriate invoice, upon commencement of this First Amendment to Agreement (See **Attachment C**). SBBC shall pay the fee of \$225,000 in two (2) installments of \$150,000 within thirty (30) days of receipt of an appropriate invoice, upon commencement of this First Amendment to Agreement and \$75,000 shall be paid on or after July 1, 2018 (See **Attachment D**). Should this Agreement be terminated prior to the expiration of the term of this Agreement, such pre-paid fees shall be pro-rated and refundable for the remaining unused term of this Agreement.

3.17 **Incorporation by Reference**. **Attachment A, B, C, and D** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 First Amendment to Agreement; then
- b) 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 First Amendment to Agreement on behalf of either party, individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

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

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-  
Adams, Esq. - kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Public Consulting Group, Inc.  
Date: 2018.04.17 07:35:03 -04'00'

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

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

**FOR PCG**

(Corporate Seal)

**Public Consulting Group, Inc.**

ATTEST:

By Amy W Smith  
Signature

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

Printed Name: Amy W Smith

Title: Manager

-or-

Tracy C Spivack  
Witness

C. L. Johnson  
Witness

STATE OF North Carolina

COUNTY OF Mecklenburg

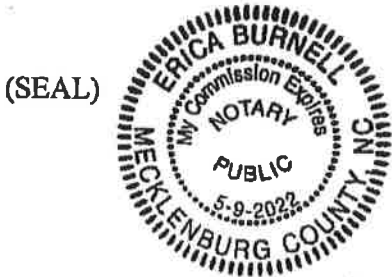
The foregoing instrument was acknowledged before me this 24 day of April, 2018 by Amy W Smith of Public Consulting Group Name of Person  
behalf of the corporation/agency. He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 05.09.2022

Erica Burnell  
Signature - Notary Public

Erica Burnell  
Printed Name of Notary

201211500151  
Notary's Commission No.



## ATTACHMENT C

### GIFTED EDUCATION PLAN DEVELOPMENT

Cost described below is a one-time fee for Gifted Development.

Item	Hours	Cost
Gifted Eligibility Matrix	40	\$8,000
Interim EP	60	\$12,000
Gifted Process and Document Improvements	120	\$24,000
<b>Total</b>	<b>220</b>	<b>\$44,000</b>

#### **Gifted Eligibility Matrix:**

Pricing reflects the specification approved by SBBC.

#### **Interim EP:**

This cost covers development of an Interim EP, similar to the Interim EP already in the system.

#### **Gifted Process and Document Improvements:**

Fee listed in table above is for the following development:

- Add error messages on Educational Plans to increase compliance
- Create EP Progress Report that will notify staff of which progress reports have not been completed yet
- Add barcodes to all documents requiring signatures so that staff can scan them into the system
  - Notice of Proposal/Refusal Gifted
  - Parent Consent Screening/Evaluation
  - Parent Participation Form/Gifted
- Create and add EP consultation log to EASYIEP
- Update Gifted Docs to New Formatting
  - Eligibility - Gifted
  - Notice of Proposal/Refusal Gifted
  - Parent Consent Screening/Evaluation
  - Parent Notification Letter - Gifted
  - Parent Participation Form/Gifted
- Gifted Eligibility Rule of Completion (ROC)
  - If a student is Gifted with a Criteria Code B they must have a GEM on file before an Eligibility event can be created

## ATTACHMENT D

### STUDENT IMPACTS INFORMATION (SII) APPLICATION

#### Overview

Student Impacts Information (SII) Application is a joint endeavor of SBBC, PCG and Instructure to provide an easy to use application for reviewing and incorporating student accommodations from EDPlan IEPs into Canvas LMS by classroom teachers. The SII application will operate as a LTI Tool Provider invoked from within the Canvas user experience.

PCG will develop the SII web-based application; integrate it with Canvas for teachers and to Easy IEP for student accommodations. The project will include a phased rollout to SBBC's production environment in accordance with development schedule and SBBC school calendar. The SII is designed to allow integration with other student program applications, such as 504, Gifted, ELL, and RTI, though these integrations are beyond this statement of work. PCG will include application support and warranty for one (1) year following UAT acceptance.

#### Scope of Deliverables

PCG will produce the following deliverables during the scope of this work:

- Student Instruction Impacts (SII) web based application
  - Installation into UAT
  - Knowledge Transfer
  - Phased rollout to production environment
- Integration with Canvas in assignment related modules with hooks provided by Instructure
- Integration with Easy IEP for accommodations

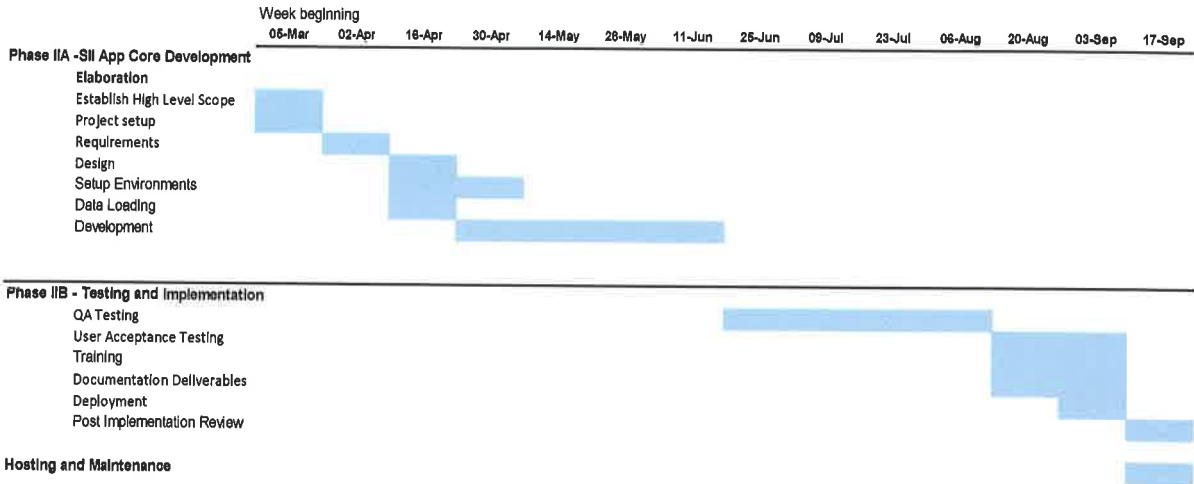
#### Scope of Services

PCG will provide the following services within the scope of work:

- Project management services for development integration and deployment
- Requirements and systems analysis
- Warranty for one (1) year following

#### Timeframe

The timeline below represents the major phases of work to accomplish. It is staggered in order to prevent longer QA cycles, and to allow for staged delivery of components for review – and integration with Canvas and Easy IEP. The actual timeline may vary depending on deliveries of Instructure, or school calendar impacts of SBBC.



**Costs**

The following tables lay out the costs associated with project development and ongoing hosting and support in the years following development. PCG has underwritten a portion of the development costs of this application. Full estimate for this work, including all requirements analysis to-date is \$317,465. PCG is investing \$142,465 in the development of this application.

The work will be divided into two phases of work:

- IIA – SII App Core Development
- IIB – Integration and Implementation

Pricing Table	\$ Price
Total SII Development Costs	\$317,465
Less PCG Investment	(\$142,465)
<b>Total Development to BCPS (See breakdown in phases on Page 3)</b>	<b><u>\$175,000</u></b>

**Hosting and Support**

Hosting and technical support would start with the implementation of the application into BCPS. Costs for infrastructure and technical support are shown below:

Annual Hosting Table	\$ Price
2018-2019 Hosting and technical support	<b><u>\$50,000</u></b>

**TOTAL COST TO BCPS **\$225,000****



## EXPLANATION OF BCPS DEVELOPMENT COST IN PHASES

The implementation and integration of the application will overlap with FY 2018-2019 school year. The following table is a schedule of phases of the work:

FY Phased Work Table	\$ Price
IIA - Project to develop and deploy application, with associated integrations	\$150,000
IIB – Integration testing with Canvas, EdPlan and Implementation	\$25,000

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