



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-13.**

MEETING DATE	2018-05-08 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	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 checked="" type="radio"/> Yes <input type="radio"/> No

**TITLE:**  
Recommendation to Approve First Amendment - 58-132E - First Amendment to Electronic Management System Agreement with Public Consulting Group

**REQUESTED ACTION:**  
Approve the First Amendment to the Agreement. Contract Term: July 1, 2016 through June 30, 2021, 4 Years; 11 Months; User Department: Exceptional Student Learning Support; Additional Requested Amount: \$269,000; New Award Amount: \$3,114,000; Awarded Vendor(s): Public Consulting Group, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
This amendment was created to facilitate enhancements to the Gifted Education Plan through the development of an Interim EP, and the development of a Student Impacts Information (SII) Application.  
The amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

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

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$269,000. The contract award amount was for \$2,845,000. The request is to increase the spending authority by \$269,000, bringing the new contract value to \$3,114,000. The funding source for \$44,000 will come from Innovative Learning Department's budget and \$225,000 will come from the Digital Classroom Plan. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) First Amendment Agreement (3) Financial Analysis Worksheet

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Dr. Daryl Diamond	Phone: 754-321-2630
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*  
4/27/2018, 11:42:12 AM

Approved In Open Board Meeting On: **MAY 08 2018**  
By: *Nora Rupert*  
School Board Chair

## **EXECUTIVE SUMMARY**

### **First Amendment to Agreement 58-132E - Electronic Management System Agreement with Public Consulting Group**

---

This request is to approve the First Amendment to the Agreement between Public Consulting Group, Inc. (PCG) and The School Board of Broward County, Florida, with a spending authority of \$269,000. The basis of the amendment is to include enhancements to the Gifted Educational Plan and the implementation of the Student Impacts Information (SII) Application.

The Agreement was approved on June 28, 2016 Item#8, with a contract term of July 1, 2016 through June 30, 2021 with a spending authority of \$2,845,000. This 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.

#### **Explanation of Gifted Plan Enhancement**

Currently, all identified gifted students have an educational plan that is created through EdPlan's Gifted Module. The additional development hours will be used to revise current documents to assist with increasing compliance and creating new forms to increase compliance of services provided to students, and allow the District to monitor the services and provide feedback and assistance to schools who require help.

The following updates will be completed:

1. Rules of completion will be added to the EP process that will ensure all required fields are being completed and incomplete plans will not be able to be finalized until all errors have been corrected.
2. Updates will be made to the look and feel of the EP process to be in line with the IEP process.
3. Additional functionality will be added to the system, allowing teachers to create consultation logs electronically. The logs will be monitored by district staff and can be viewed by parents through Virtual Counselor, and will provide documentation of services provided.
4. An Interim EP document will be made available for teachers that will greatly reduce time spent on creating a new plan. At this time, if there are any changes to an EP (errors, updates or minor changes), the EP must be closed out entirely, and a new plan created.
5. There are three (3) documents/letters that are being created in EdPlan in which a parent signature is required. A barcode will be added to those three (3) documents, that will allow for easy upload into EdPlan, with functionality that is currently in use. By scanning the documents in the system, they will remain attached to the student's record and made available for years to come with the click of a button, eliminating the need for paper storage.

**First Amendment to Agreement**

**58-132E - Electronic Management System Agreement with Public Consulting Group**

**May 8, 2018 Board Agenda**

**Page 2**

6. A report will be created that will allow the Gifted administrators to easily identify any gifted students who have not had a Progress Report created within a certain time frame. All the data is stored in EdPlan, so this will become a standard report that will be able to run at any time. The report will be used to track compliance and hold teachers accountable for the Gifted students on their caseload.
7. The Gifted Eligibility Matrix (GEM) is a document that is currently being completed by paper and pencil, and it will be added as an electronic document to EdPlan. Teachers are currently manually writing in the score information and adding the total points to help determine if a student meets Broward's Gifted "Plan B Criteria." With the new electronic document, the teachers will fill in the information on the form, and the system will automatically calculate the total score and identify if the student does/does not qualify. These documents will also be used as another compliance check when a student's Gifted Eligibility is entered into the system; if a student is being made eligible for a "Criteria Code B," the system will not allow this to be finalized unless the student has a finalized GEM.

All of the above documents and revisions will greatly improve compliance for all educational plans and allow the district to monitor schools that require professional development in the creation of educational plans and the services provided for gifted eligible students.

**Explanation of SII Application Enhancement**

Differentiated instruction is a method of designing and delivering instruction to best reach each student. Differentiated instruction requires more work lesson planning and many teachers struggle to find the extra time in their schedule. Information, from Individualized Education Plans (IEP), 504 and English Language Learners (ELL) plans, can assist teachers as they design differentiated lessons for their students. Preparing lessons, assignments, and assessments while keeping accommodations in mind improves instruction and ultimately student learning. Incorporating student accommodations is also required for compliance with all student plans. This simple lookup can be time-consuming when creating lessons for the class. The information is hosted in other curriculum planning applications, separate from Canvas where the lesson is being built. Consolidating the student impacts contained in these various Student Planning applications into Canvas will streamline and improve the teacher's lesson planning process and make it possible for parents and students to see which accommodations were implemented. Teachers already differentiate their instruction through best practices. A system which can remind them will assist in documentation and thus reinforce the positive benefits. Many times, teachers struggle with documentation within their lesson plan materials. Canvas provides various specialists and support personnel an increased opportunity for streamlined collaboration. Making student accommodations easily visible and accessible to classroom teachers, students, and parents within a teacher's lesson planning process will improve access to the general education curriculum and the school's compliance requirements.

The District has worked with PCG for over fourteen (14) years as the provider of software for our IEPs, EP, and Private School Service Plans. PCG has provided a product that district users have come to appreciate and rely on. The District finds the program user-friendly, which has allowed the District to monitor compliance and pull needed data on students.

**First Amendment to Agreement**  
**58-132E - Electronic Management System Agreement with Public Consulting Group**  
**May 8, 2018 Board Agenda**  
**Page 3**

**Financial Impact**

The total spending authority requested is \$269,000 as detailed below:

<u>Gifted Education Plan</u>	<u>\$ 44,000</u>
<u>Student Impacts Information (SII) Application</u>	<u>\$225,000</u>
<b>Total</b>	<b>\$269,000</b>

**Gifted Education Plan**

The budget of \$44,000 will be taken from Innovative Learning Department's budget and includes the below:

<b>Item</b>	<b>Hours</b>	<b>Cost</b>
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>

**Student Impacts Information (SII) Application**

The budget of \$225,000 will be taken from the Digital Classroom Plan and includes the below:

<b>Item</b>	<b>Cost</b>
Total SII Development Costs	\$317,465
Less PCG Investment	(\$142,465)
<b>Total Development to BCPS</b>	<b>\$175,000</b>
Add Annual Hosting and Technical Support	\$50,000
<b>Total</b>	<b>\$225,000</b>

The total new spending authority will be \$3,114,000.

# FIRST AMENDMENT TO AGREEMENT

8<sup>th</sup> day of May, 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

**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:

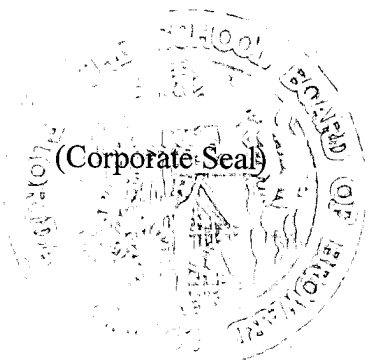
- a) this First Amendment to Agreement; then
- b) Agreement.

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:**

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: 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)

ATTEST:

**Public Consulting Group, Inc.**

By Amy W Smith  
Signature

Printed Name: Amy Smith

Title: Manager

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

-or-

Troy C Spitzer  
Witness

C. [Signature]  
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 \_\_\_\_\_  
Name of Person

Public Consulting Group on 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

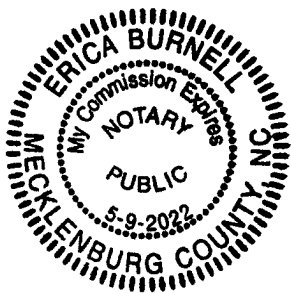
My Commission Expires: 05.09.2022

Erica Burnell  
Signature – Notary Public

Erica Burnell  
Printed Name of Notary

201211500151  
Notary's Commission No.

(SEAL)



**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

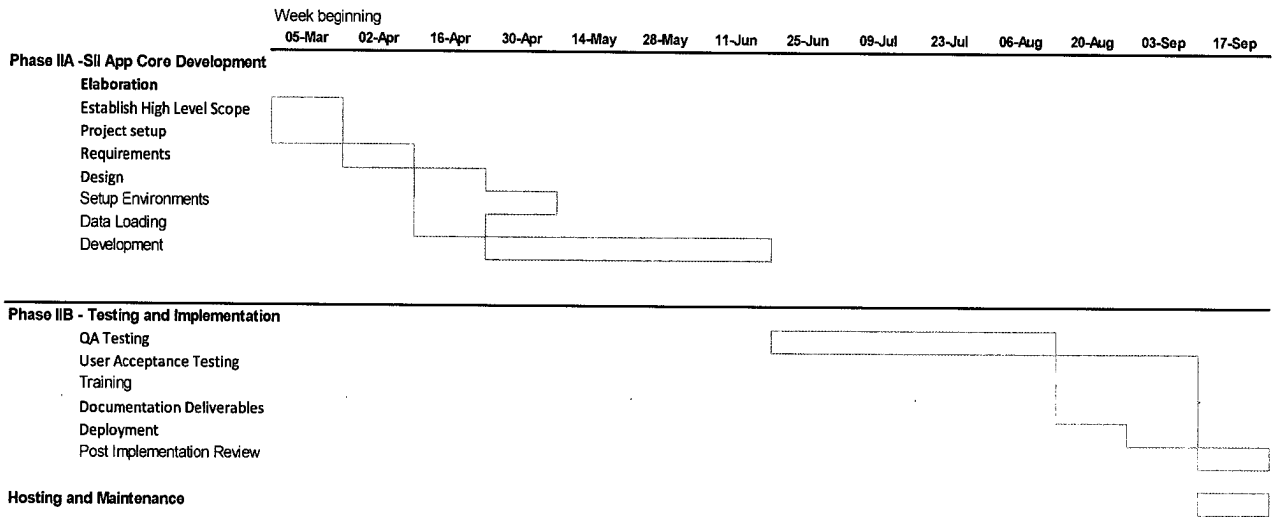
#### Scope of Services

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

<b>Pricing Table</b>	<b>\$ Price</b>
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:

<b>Annual Hosting Table</b>	<b>\$ Price</b>
2018-2019 Hosting and technical support	<b><u>\$50,000</u></b>
<b>TOTAL COST TO BCPS</b>	<b><u>\$225,000</u></b>

## 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

•

