



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-6.

MEETING DATE	2018-05-08 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

TITLE:
Recommendation for First Amendment to the Agreement – 56-001E – Education To Go (ED2GO)

REQUESTED ACTION:
Approve the recommendation to award the above first amendment. Contract Term: July 1, 2018 through June 30, 2019, 1 Year; User Department: Broward Community Schools; Awarded Vendor(s): Cengage Learning, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
This request is to approve the First Amendment, allowing The School Board of Broward County, Florida (SBBC), to renew the Agreement with Cengage Learning, Inc. for continuing education programs for adult students also known as Education To Go (ED2GO). Through a link on Broward Community School's portal, users have access to a plethora of self-paced and instructor-led courses for costs ranging from \$29.95 to \$475. All costs and fees for ED2GO courses are funded by the individual users, not SBBC.
This First 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:
There is no cost to the District, as this is a revenue generating service.

EXHIBITS: (List)
(1) Executive Summary (2) First Amendment Agreement (3) Financial Analysis Worksheet - 3-21-2018

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Brian Faso	Phone: 754-321-7604
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
4/24/2018, 2:37:47 PM

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

EXECUTIVE SUMMARY

Recommendation for First Amendment to the Agreement 56-001E – Education To Go (ED2GO)

This request is to approve the First Amendment to the Agreement between Cengage Learning, Inc. (Education To Go or ED2GO) and The School Board of Broward County, Florida (SBBC), to renew for one (1) year, commencing July 1, 2018 through June 30, 2019. Item EE-15 was presented to the School Board on June 23, 2015, to offer continuing education programs to adult students. There was no spending authority requested with the original item, nor with the Amendment because this item generates revenue for SBBC.

ED2GO provides a wide range of highly interactive and well-crafted online courses accessible to adult students 24/7 through a Broward Community Schools portal. Through ED2GO, Broward Community Schools offers over four hundred and sixty-five (465) affordable courses on a wide range of topics such as Personal Development, Computer Applications, College Readiness, Technology, Language & Arts, Writing & Publishing and more. Both self-paced and instructor-led courses are available and include expert instructors, curriculum, and technical support from ED2GO at no cost to SBBC.

Two (2) portals are available through Broward Community Schools. One (1) portal is for the public and contains courses ranging in price from \$29.95 to \$475. The second portal is available to CAP Eligible District Employees at discounted pricing. All course fees are paid by the student directly to ED2GO.

Financial Impact

Broward Community Schools earns approximately forty (40) percent of the revenue generated by each course registration. In the past three (3) years, ED2GO has paid approximately \$58,707 to Broward Community Schools or about \$19,600 per year.

The breakdown of the amount paid by ED2GO to Broward Community Schools is as follows:

Portal	# Courses	
	Taken	Paid to SBBC
Public Portal	1,354	\$51,647
CAP Employees	377	\$7,061
Total	1,731	\$58,708

There is no cost to Broward Community Schools or the District.

FIRST AMENDMENT TO AGREEMENT

8th THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 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

CENGAGE LEARNING, INC.
(hereinafter referred to as "CENGAGE"),
having its principal place of business at
5191 Natrop Boulevard, Mason, Ohio 45040

WHEREAS, SBBC and CENGAGE entered into an Agreement dated June 23, 2015 (hereafter "Agreement"); and

WHEREAS, SBBC and CENGAGE desire to continue the Agreement to provide Education To Go (hereinafter referred to as "ED2GO") a web-based continuing educational course catalog, delivering instructional content developed, designed, produced and distributed by CENGAGE to SBBC students; and

WHEREAS, SBBC desires to exercise the first of two (2) options to renew the Agreement for a period of one (1) additional year.

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

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 **Term of Agreement.** The June 23, 2015 Agreement is hereby extended from July 1, 2018 through June 30, 2019, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.04 **Cost of Services.** CENGAGE shall be responsible for the costs incurred for producing and delivering the Courses via the Internet. The Students shall be responsible for any

costs incurred for the purpose of receiving the Courses, including, but not limited to, the costs for hardware, software, Internet access and telephone charges.

1.05 **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; and
- b) the Agreement.
- c) Attachment A (incorporated into the Agreement) Price List
- d) Attachment B (incorporated into the Agreement) Safeguarding the Confidentiality of Student Records and Information

1.06 **Insurance Requirements.** CENGAGE shall comply with the following insurance requirements through the term of this Agreement.

(a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Technical Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Florida Statutes, Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(e) **Verification of Coverage.** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Works to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit CENGAGE time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award.

(f) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

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

2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida; and
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668.

(g) Cancellation of Insurance. CENGAGE is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

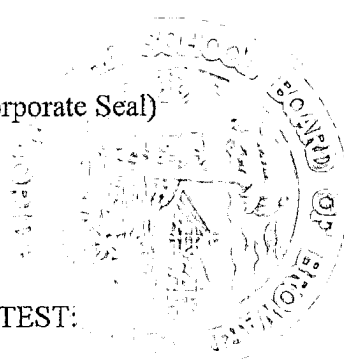
1.07 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.08 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.

FOR SBBC

(Corporate Seal)



ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By Nora Rupert
Nora Rupert, Chair

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

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette M. Smith
Date: 2018.03.27 11:06:12 -04'00'

Office of the General Counsel

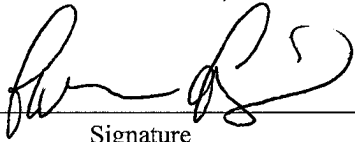
FOR CENGAGE

(Corporate Seal)

ATTEST:

, Secretary

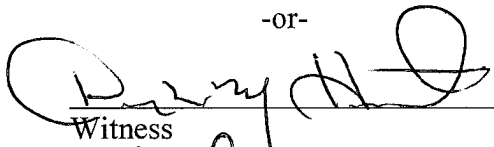
CENGAGE LEARNING, INC.

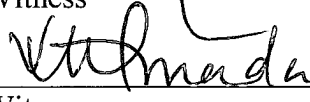
By 
Signature

Printed Name: Geredith Gonzalez

Title: Account Development Manager

-or-


Witness


Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____

Name of Person
_____ on behalf of the corporation/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:

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)

See attached

ALL-PURPOSE ACKNOWLEDGMENT

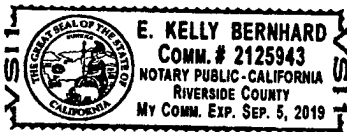
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Riverside } SS.

On April 9, 2018, before me, E. Kelly Bernhard Notary Public,
DATE

personally appeared Benedita Gonzalez, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

E. Kelly Bernhard
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

First Amendment to Agreement
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

