AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE | 2018-06-12 10:05 - School Board Operational Meeting

Special Order Request
○ Yes   ◉ No

Time

ITEM No.:
EE-28.

AGENDA ITEM | ITEMS

CATEGORY | EE. OFFICE OF STRATEGY & OPERATIONS

DEPARTMENT | Procurement & Warehousing Services

Open Agenda
◉ Yes   ○ No

TITLE:

Direct Negotiation Recommendation of $500,000 or Less - 58-083E - Hoonuit Online Technology Training & Professional Development

REQUESTED ACTION:

Approve the recommendation to award the above Agreement. Contract Term: July 1, 2018 through June 30, 2019, 1 Year; User Department: District-wide; Award Amount: $107,000; Awarded Vendor(s): Hoonuit, LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This recommendation is to approve the Agreement to continue utilizing the Hoonuit, LLC (formerly Atomic Learning) online learning subscription license for another year.

This 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 $107,000. The funding source will come from the Information & Technology Operating Budget. The financial amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)

(1) Executive Summary (2) Exhibit A (3) Agreement (4) Activity Sheet

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

Approved In Open Board Meeting On: **JUN 1 2 2018**

By: _Nora Rupert_

School Board Chair

Signature

Maurice Woods
5/22/2018, 3:44:41 PM

Electronic Signature
Form #4189   Revised 08/04//2017
RWR/ MLW/MCC/DD:hdc

EXECUTIVE SUMMARY

Direct Negotiation Recommendation of $500,000 or Less
58-083E – Hoonuit Online Technology Training & Professional Development

This request is to approve the Agreement between the School Board of Broward County, Florida (SBBC), and Hoonuit, LLC for one (1) year, commencing July 1, 2018 through June 30, 2019. The source of funds is the Information & Technology General Fund budget.

Hoonuit provides an online learning tool containing over 50,000 short tutorials, lessons, and projects, professional learning resources, assessments, reporting and use tools on commonly used technology applications for students, teachers, staff, and parents. Exhibit A contains a list of the most common titles. Hoonuit has been utilized District-wide since 2003. This product was previously known as Atomic Learning but re-branded to Hoonuit last year.

Hoonuit supports the District Educational Technology Plan, the Digital Classroom Plan and the IT Bond Deployment Plan in a variety of ways including monitoring the viewing of the District Digital Citizenship video, necessary for eRate funding; integrating the use of Hoonuit for Digital 5, Digital Infusion, and CTACT classrooms.

This District License includes the new functionality of Canvas Learning Tools Intraoperatively (LTI) integration with grade pass back. This Agreement also includes the ability to administer and monitor tech assessments for teachers, staff, and students on a variety of topics. Hoonuit provides access to assistive technology and Universal Design for Learning (UDL) content, helping to develop an understanding of the individual needs and abilities of all learners and ensure that instruction is accessible to ALL learners. In addition, Hoonuit provides:
- phone and electronic support to questions from district staff, teachers, and parents
- active participation in the regular Digital Infusion Projects Team meetings
- monthly status calls examining Broward implementation
- usage data and customized activity reports
- customized marketing materials to support district initiatives

Financial Impact

The total spending authority requested is $107,000, for the cost of site-wide licenses. The original annual cost was $215,000, however after extensive negotiations as a result of recent SBBC budget cuts, Hoonuit extended a fifty (50) percent discount for the next year of service.

The existing agreement was approved by the School Board on May 19, 2015, as item FF-2 with a term of July 1, 2015 through June 30, 2018, with a spending authority of $646,680.

Procurement Method

Direct negotiation was conducted with the Vendor based on Purchasing Policy 3320. Pursuant to Purchasing Policy 3320, Section II, N, and pursuant to the Department of Education, Rule 6A-1.012, 1 1 (b), Florida Administrative Code as authorized by Section 010.04(4) (a), Florida Statues, a contract for commodities or contractual services may be awarded, without competitive solicitations, if state or federal law, a grant or a state or federal agency contract prescribes with whom The School Board must contract or if the rate of payment is established during the appropriations process.

21st Century Skills Concepts	APA (6th Ed.) Research Paper Basics - Word 2010
A 15-Year-Old Boy's Personal Story of Being Bullied & Attempting Suicide	APA (6th Ed.) Research Paper Basics - Word 2013
A Day with Beauford Cat	Apple Tips from AL Insiders
A Quick Look at Apps for Special Needs	Applying to College
Access 2002 (XP) - Advanced Training	Art Crawl
Access 2007 - Intro Training	Articulate Storyline - Basics Training
Access 2013 Training	Asking Essential Questions
Access 2016	Assessment of Learning - How Do They Know?
Accessible Online Course	Atomic Learning LTI Tool Training
Acrobat Pro 9 - Intro Training	Atomic Learning Path - Learn
Acrobat Pro DC	Atomic Learning Web Site
Acrobat X Pro Training	Atomic Learning Web Site - Administrative Features
Acrobat XI Pro Training	Audacity 2.0.3 Training
ActivInspire 1.8 Training	Audacity Training
ActivInspire Pro - Primary Interface Training	Australia Web Quest
ActivPrimary 3 Training	AutoCAD 2014
ActivStudio 3 Professional Training	Awesome Animation
Adapting a 21st Century Skills Project to the Classroom	Badges in the Classroom Training
Adobe Audition Creative Cloud - Basics Training	BCPS Windows 10, 2017-2018
Adobe Bridge CC 2017	BEEP Tutorials
Adobe Captivate 8	Being an Effective Online Student
Adobe Certified Associate Exam Preparation: Print & Digital Media Publication Using Adobe InDesign CC	Being Savvy Online
	Bepress Training
Adobe Certified Associate Exam Preparation: Visual Communication Using Adobe Photoshop CC	Best Practices for English Language Learners
	Big Foot
Adobe Connect Training	Blackboard 9.1 2014 - Creating a Portfolio
Adobe Lightroom CC 2017	Blackboard 9.1 April 2014 Release - Instructor Training
Adobe Muse Training	
Advanced Blended Learning	Blackboard Collaborate Training
African American People: Communications, Perceptions, Behaviors, and Beliefs	Blackboard Learn™ 9.1 - Instructor Training
	Blackboard Learn™ 9.1 Service Pack 11 - Grade Center Training
After Effects CC 2017 - Pre-Assessment	
After Effects CC 2018 - Advanced	Blackboard Learn™ 9.1 Service Pack 12 - Instructor Training
After Effects CC 2018 - Basics	
After Effects Creative Cloud - What's New? Training	Blackboard Learn™ 9.1 Service Pack 14 - Instructor Training
After Effects Creative Cloud 2017 - Advanced	
After Effects Creative Cloud 2017 - Basics	Blended Learning
After Effects CS5 Training	Blender 3D Creation Training
After Effects CS6 - What's New? Training	Bloodborne Pathogen Training
Alignment of Standards-Based Curriculum, Instruction, Assessment, and Learning	Broward Computer Literacy for Mac
	Broward Computer Literacy for Windows 10
An Introduction to Video Storytelling	Broward Computer Literacy for Windows 8
An Overview of Learning Methodologies	Browsing the Web Using Internet Explorer 11 Training
ANGEL 8.0 - Grading and Reports Training	Budgeting Basics 101
Anime Studio Training	Building a Bibliography
	Building and Deploying a Basic Website Using Joomla!

Building Blocks of Effective Schooling for English Learners: A Self-Assessment for Leaders	Creating a Poster Using Comic Life
Building Relationships Among the Latino Students, Parents, and the School	Creating a Website Using WordPress 4.1
Building Web Sites Using HTML5 and Dreamweaver	Creating Accessible Documents in Office 2013 Training
Bullying and Mandatory Reporting in Schools	Creating Accessible Forms Using Acrobat Pro XI & Word 2013 Training
Business Writing	Creating an Infographic
Camtasia 7.1 Training	Creating Book Trailers
Camtasia 8 - What's New? Training	Creating Digital Portfolios
Canvas Instructor	Creating Engaging Lessons Online
Canvas Instructor - Fundamentals Training	Creating Games in Google
Canvas Instructor - Grading & Assessment Training	Creating Maze Games
Canvas Learning Mastery Gradebook Training	Critical Thinking
Canvas Student	Critical Thinking & Bloom's Taxonomy
Character Comics	Cross-Curricular Teaching
Characteristics of Professional Learning Communities in High School	Cyberbully? No Way, Not Me
Charting the Heights	Cyberbullying: Hateful, Harmful and Insidious - Six Students Speak Out
Child Development: Ages and Stages	Data Driven Decision Making: An Introduction
Children's Mental Health Disorders: Bipolar, ADD, Behavior and Autism	Depth of Knowledge
Chromebook (Samsung Series 5) Training	Design Genius SPSS 24 - Pre-Assessment
Classroom Management in 1:1 and BYOD Classrooms	Designing A Blender Game Character - Full Course
Classroom Management Strategies	Designing the Future of Education
Classroom Technology Integration	Designing Your Online Course
Climate in the Classroom	Desire2Learn (Brightspace) 10 - Student Training
Coding in the Classroom	Desire2Learn (Brightspace) 10.6 - Instructor
Collaborating and Sharing Using Office 365	Desire2Learn (Brightspace) 10.7 Daylight - Instructor
Comic Life 1.5 Training	Desire2Learn (Brightspace) 10.7 Daylight - Student
Comic Life 3 - Fundamentals Training	Developing a School Mediation Program
Comic Science	Differentiated Instruction
Common Core & Special Needs - New Challenges, Opportunities Training	Differentiating Reading Instruction for Main Ideas and Details
Common Core Common Questions: ELA	Differentiation Techniques and Basics
Common Core Common Questions: Math	Digital Citizenship and Internet Safety
Communication Styles	Digital Storytelling & Creativity
Communications Between Latino and Majority Communities: Cultural Perspectives for Increased Success	Digital Video in the Classroom
Completing a FAFSA Training	Discovery Education streaming Training
Comprehension Clues	Diversity and Inclusion
Computing Training	Dragon NaturallySpeaking 10 - Computer Control Training
Connecting Through Vulnerability	Drawing Details
Copyright, Copyleft & Fair Use	Dreamweaver CC 2017 - Pre-Assessment
Cornell Notes	Dreamweaver CC 2018 - Advanced
Create and Manage an In-Class Flipped Classroom	Dreamweaver CC 2018 - Basics
Create Engaging Learning Centers	Dreamweaver CC 2018 - Pre-Assessment
Create Games with ActionScript 2	Dreamweaver Creative Cloud - What's New? Training
Create Sling Shot Games with ActionScript 3	Dreamweaver Creative Cloud 2017 - Advanced
Creating a Gradebook in Excel	Dreamweaver Creative Cloud 2017 - Basics
	Dreamweaver CS3 - Intro Training

Dreamweaver CS4 - Advanced Training
Dreamweaver CS4 - Intro Training
Dreamweaver CS5 - Advanced Training
Dreamweaver CS5 - Intro Training
Dreamweaver CS6 - Building a Simple Web Site Training
Dreamweaver CS6 - Creating a Mobile App Training
Dreamweaver CS6 - Creating a Web App Training
Dreamweaver CS6 - Intro Training
Dreamweaver CS6 - What's New? Training
Easy Grade Pro 3.6 Training
Easy Grade Pro 4.1 Training
Edmodo - Mobile Training
Edmodo Training
Educación and Culturally Relevant Teaching
Educational Program Design Using the ADDIE Model
Educators - Enhancing Communication & Collaboration
Effective Meetings
Effective Note-taking Strategies for Teachers
Effective Note-taking Tips for Students
Effective Online Discussions
Effective Presentation Design
Effects of Laptop Initiatives on Student Achievement in Mathematics Pt. 1
Effects of Laptop Initiatives on Student Achievement in Mathematics Pt. 2
Emotional Wellbeing and Stress Reduction
Empowering Learning Through Digital Data Binders
Encountering American Public Education Pt. 1
Encountering American Public Education Pt. 2
Engaging Lessons Using Multimedia
ePortfolio Workshop - Acrobat 9 Pro
Epson BrightLink projectors 475Wi, 480i and 485Wi
Escape from the Rainforest
Essential Early Reading Components: A Rationale and Overview
Evaluating Technology Resources
Evaluating Web Resources
Every Professor is a Teacher of Reading
Excel 2002 (XP) - Intermediate Training
Excel 2003 - Advanced Training
Excel 2003 - Intermediate Training
Excel 2007 - Advanced Training
Excel 2007 - Charting Workshop Training
Excel 2007 - Getting Started Workshop - Charting
Excel 2007 - Intermediate Training
Excel 2007 - Intro Training
Excel 2008 - Advanced Training
Excel 2010 - Advanced Training

Excel 2010 - Creating Accessible Workbooks Training
Excel 2010 - Intermediate Training
Excel 2010 - Intro
Excel 2013 - Charting Training
Excel 2013 - Evaluating Data Training
Excel 2013 - Frequently Used Formulas & Functions Training
Excel 2013 - Intro Training
Excel 2016
Excel 2016 - 3D Mapping Tool
Excel 2016 - Charting
Excel 2016 - Evaluating Data
Excel 2016 - Frequently Used Formulas and Functions
Excel 2016 - Pivot Tables
Excel 2016 - Pre-Assessment
Excel 2016 - Protecting Your Spreadsheets
Excel 2016 - Statistical Analysis
Excel Online Training
Experimental Analysis with SPSS 24
Facebook for Educators
Facilitating Online Courses in an LMS
Factors Affecting Success of Native American Students: History, Culture and Globalization
Family Connections
Famous People
Fantasy Map
Fat? Or Fit?
Feelin' the Way I Do
FERPA Training
FileMaker Pro 12 Training
FileMaker Pro 13 Training
FileMaker Pro 15
FileMaker Pro 7 - Advanced Training
FileMaker Pro 7 - Intermediate Training
FileMaker Pro 7 - Intro Training
FileMaker Pro 8 - What's New? Training
FileMaker Pro 9 - Advanced Training
FileMaker Pro 9 - Intro Training
Final Cut Pro 6 - Basics Training
Final Cut Pro HD Training
Final Cut Pro X Training
Fireworks CS6 - Intro Training
Fish Tank Research, Writing & Presentation
Flash ActionScript 3.0 - Fundamentals Training
Flash CS4 Professional - Advanced Training
Flash CS4 Professional - Intro Training
Flash CS5 - Intro Training
Flash CS6 - ActionScripting a Scene Training
Flash CS6 - Creating Animations Training
Flash CS6 - Developing a Mobile App Training

Flash CS6 - Intro Training
Flexible Flyer
Flipping the Classroom Training
For Sale! Part 3
Fraction Frenzy
French Colors
GarageBand '09 Training
GarageBand 10 (Mavericks) Training
GarageBand '11 Training
Geometry Crossword
Getting Started with Augmented Reality
Getting Started with iMovie (2013) Training
Getting Started with Mac OS X Mavericks Training
GIMP 2.8 Training
Gmail Training
Go Anywhere with Virtual Reality
Goal Setting
Google Apps for Education (G Suite)
Google Classroom
Google Classroom Essentials
Google Docs - Sharing & Collaborating Training
Google Docs Creating, Formatting, Organizing, & Editing
Google Drive
Google Forms Training
Google Maps
Google Sites Training
Google Slides Training
GoTo Meeting
Grammar 101
Grand Staff
Healthy Relationships
Helping Students with Learning Disabilities Succeed in the Classroom
How Can Rubrics Improve My Projects and Assessments?
How Do I Become a Better Public-Speaker?
How Do I Become a Good Note-Taker?
How Do I Become a More Effective Writer?
How Do I Get My Students Writing?
How Do I Grow My PLN?
How Do I Keep Advanced Readers Challenged?
How Do I Keep Myself Socially and Emotionally Healthy?
How Do I Manage My Money?
How Do I Manage My Time?
How Do I Resolve Conflict?
How Do I Succeed in an Online Class?
How Do You Know When They've Got It: Effective Formative Assessment?

How Important Is My Social Media Footprint?
How Involved Should I Be in Campus Life?
How To Read & Utilize Instructional Data
HTML5 & CSS3 - Basics Training
HTML5 Basics
I Can Animate
I Have an Interactive Whiteboard, Now What?
IBM SPSS Statistics 19 Training
If I Had a Million
Illuminating Illustrations
Illustrator CC 2017 - Advanced
Illustrator CC 2017 - Basics
Illustrator CC 2017 - Pre-Assessment
Illustrator CC 2018 - Advanced
Illustrator CC 2018 - Basics
Illustrator Creative Cloud - What's New? Training
Illustrator Creative Cloud 2014 Training
Illustrator Creative Cloud 2015
Illustrator CS Training
Illustrator CS4 - Intro Training
Illustrator CS5 - Intro Training
Illustrator CS6 - Intro Training
Illustrator CS6 - What's New? Training
iMovie '09 Training
iMovie 10.0.6 (Yosemite) Training
iMovie '11 Training
iMovie for iOS 7 Training
iMovie HD 6 Training
iMovie HD Training
Improving Communication Between Parents & Teachers
InDesign CC 2017 - Advanced
InDesign CC 2017 - Basics
InDesign CC 2017 - Pre-Assessment
InDesign CC 2018 - Advanced
InDesign CC 2018 - Basics
InDesign Creative Cloud - What's New? Training
InDesign CS4 - Advanced Training
InDesign CS4 - Intro Training
InDesign CS5 - Intro Training
InDesign CS6 - Creating a Simple Newsletter Training
InDesign CS6 - Intro Training
InDesign CS6 - What's New? Training
Influence of Slavery and Oppression on African American Students
Information Security Best Practices
Inspiration 7 Training
Inspiration 8 - Intro Training
Instagram
Instructional Video Best Practices

Integrating the 4 Cs into Your Classroom	Mathematics Achievement and Computer Aided Instruction Pt. 1
IntelliKeys USB Keyboard Training	Mathematics Achievement and Computer Aided Instruction Pt. 2
IntelliTools Classroom Suite 4 Basics Training	Maya 2014 Training
Interactive Classroom 'How Do I' Series	Media Moments
Interactive Multiplication	Meet My Mammal
Internet Safety & Social Networking	Memory Game
Interpreting and Utilizing English Learner Data	Microsoft Project 2016
iOS 6 - What's New? Training	Microsoft SQL
iOS 7 - Safari Training	Microsoft Sway
iPad Tips & Tricks Training	mimio Training
iPhoto 9.6 (Yosemite) Training	Minecraft in the Classroom
iTunes 10 Training	MLA (8th Ed.) Research Paper Basics
Java for Beginners Training	Mobile Movie Making 101
jQuery & JavaScript Basics Training	Modeling a 3D Object in Maya
Kahoot!	Moodle 3.1 Training for Students
Keynote (iWork 2013) - Fundamentals Training	Moodle 3.2 - Instructor
Keynote 6.5 (Yosemite) Training	Moodle 3.2 - Student
Keys to Networking and Internships	Moving Forward: Coding Grades 3-8
KWL Strategy	Myth & Lore We Share
Landing the Job: Interview Techniques	Navigating Relational Conflict
Laws that Govern Actions in Ed Leadership: Data Privacy and Student Searches	Nearpod in the Classroom
Leadership Styles	Nearpod Training
Learning Ally Training	Nutrition, Movement, and Emotional Wellbeing
Learning Styles	Office 2003 - What's New?
Legal Requirements for Serving English Language Learners	Office 2007 - Creating Accessible Documents Training
Legislative Branch	Office 2013 - What's New? Training
Lightspeed - Total Traffic Control & Guide	Office 2016 Preview
Longitude & Latitude	Office 365 - Administrator Training
Mac OS X - Terminal	Office 365 - Pre-Assessment
Mac OS X (Jaguar) - Tips & Tricks Training	Office 365 Getting Started
Mac OS X 10.10 (Yosemite) Training	Office 365 Teams
Mac OS X 10.11 (El Capitan)	Office for iPad - Fundamentals Training
Mac OS X 10.4 (Tiger) - Tips & Tricks Training	Office Mix Training
Mac OS X 10.7 (Lion) - Orientation Training	Office Online: In-Depth
Mac OS X 10.7 (Lion) - Universal Access Training	Office Suite 2010 - Creating Accessible Documents Training
Mac OS X 10.8 (Mountain Lion) - What's New? Training	Office Suite 2013 - Accessibility Features Training
Mac OS X 10.9 (Mavericks) - Accessibility Training	One School's Recap of Their First 1:1 Year
macOS High Sierra	OneDrive Training
Making Sense of Educational Data	OneNote 2007 Training
March 2017 Webinars	OneNote 2013 Training
Marketing Resources	OneNote 2016
Marzano's 6-Step Vocabulary Process: An Instructional Guide	OneNote for Organization and Collaboration
Math in Motion	Outlook 2011 Training
Math Links	Outlook 2016 Training
Math Measurement	Outlook for iOS
	Outlook Training 2013
	Outlook Web Access 2007 Training

Outlook Web App Mail 2013 Training
Over the Rainbow Customer Service Training
PageMaker 7 Training
Pages (iWork 2013) - Fundamentals Training
Painting Light & Shadow
Party on a Budget
Pathway to Success: Planning and Preparation Using SMART Goals
PC Security and Maintenance
Penguin Facts
Performance Management: A PBIS Compatible Framework For Changing Behavior to Increase School Effectiveness
Personal Finance Basics
PhoneGap & Dreamweaver Apps
Photoshop CC 2017 - Advanced
Photoshop CC 2017 - Basics
Photoshop CC 2017 - Pre-Assessment
Photoshop CC 2018 - Advanced
Photoshop CC 2018 - Basics
Photoshop Creative Cloud 2014 - What's New? Training
Photoshop Creative Cloud 2015
Photoshop CS4 - Intro Training
Photoshop CS5 Extended - Advanced Training
Photoshop CS5 Extended - Intro Training
Photoshop CS6 - Intro Training
Photoshop CS6 - Video Editing Training
Photoshop Elements 15
Photoshop Lightroom Training
Photoshop Mix Training
Picasa 3.9 Training
Picture Perfect Alphabet
Pinnacle Gradebook X Training
Pinterest Training
PixWriter 3
Planning a Paper
Podcast Creation
Podcasting Workshop - An Introduction to Audio Podcasting
Polygon Playground
PowerPoint 2002 (XP) - Advanced Training
PowerPoint 2003 - Advanced Training
PowerPoint 2004 - Intro Training
PowerPoint 2007 - Advanced Training
PowerPoint 2007 - Intermediate Training
PowerPoint 2007 - Intro Training
PowerPoint 2008 - Advanced Training
PowerPoint 2008 - Intro
PowerPoint 2010 - Advanced Training
PowerPoint 2010 - Intro Training
PowerPoint 2011 - Advanced Training
PowerPoint 2011 - Intro Training
PowerPoint 2013 - Adding Media Training
PowerPoint 2013 - Animation & Effects Training
PowerPoint 2013 - Intro Training
PowerPoint 2013 - Shapes & SmartArt Training
PowerPoint 2013 - Working with Pictures Training
PowerPoint 2016 - Adding Media
PowerPoint 2016 - Animation & Effects
PowerPoint 2016 - Present & Share
PowerPoint 2016 - Shapes & SmartArt
PowerPoint 2016 - Working with Pictures
PowerPoint 2016 (Mac)
PowerPoint 2016 (PC)
PowerPoint Online
Premiere Elements 15
Premiere Pro CC 2017 - Pre-Assessment
Premiere Pro CC 2018 - Basics
Premiere Pro CC 2018 - Pre-Assessment
Premiere Pro Creative Cloud 2015
Premiere Pro Creative Cloud 2017 - Advanced
Premiere Pro Creative Cloud 2017 - Basics
Premiere Pro CS4 Training
Premiere Pro CS5 Training
Premiere Pro CS6 - What's New? Training
Premiere Pro CS6 Training
Preparing for Life at All Ages
Prezi Training
Pro Tools 11 for Aspiring Musicians Training
Professional Responsibility Strategies for Teachers
Project 2010 Training
Project-Based Learning
Project-Based Learning Lesson Framework: Endangered Species!
Project-Based Learning Lesson Framework: Million Dollar Classroom
Providing Authentic Assessment
Publisher 2013 Training
Publisher 2016
QR Codes in the Classroom
Qualtrics - Basics
Qualtrics - Pre-Assessment
Questioning Strategies
Quizlet Training
Rapid Web Development Using Bootstrap Training
Read GOLD 10 Training
Read Gold 11 Training
Read GOLD 5 Training
Read:OutLoud SOLO Training

'Reading' Comprehension Strategies	SPSS 24 - Basics
Reading in the Content Area	SPSS 24 - Pre-Assessment
Reading In The Content Areas	SQL - Basics Training
Real-World Geometry	Stages Assessment Software Training - Stages 1-3
Recording Poetry	Strategic Leadership: Beliefs, Mission and Vision, 2nd Ed.
Reflective Practices to Improve Instruction	
Retired Series	Strategic Use of Multimedia
Rubrics Realized	Strategies for Communicating with Teens
Safari 8 Training	Strategies for ELL Instruction
Safety Pamphlet	Streaming Music & Internet Radio
Safety Training	Student Writing Project
Sakai - My Workspace Training	Students as Digital Creators
SAMR	Students of Color: Pivotal Educational Experiences
SAS Training	Successful Time Management
Scaffolding for English Learners	Suicide Prevention & Managing the Aftermath of the Death of a Student or Adult Associated with a School
School Safety: Preparing for the Worst Case Scenario, 2nd Ed.	
	Support for Struggling Readers
Schoology Instructor	Supporting Diverse Learners
Scratch Training	Supporting Gifted and Talented Learners
Screen Recording - Setting Up Training	Survival 102: Tips for Successful Teachers
Searching the Web - Advanced	Tableau Advanced
Searching the Web - Intro	Tableau Basics
Seven Steps to a Flat Classroom	Target Instructional Needs with Atomic Learning
Sexual Harassment Training for Maine Supervisors and Managers	Teaching Online: The Basics
	Teaching Reading: Evidence-Based Best Practices
Shadows of the Day	Tech for Executive Functioning
Shape Poem	Tech for Students with Dyslexia
Shape Up	Tech Integration Strategies
Shaping Professional Learning Communities (PLCs) for Success	Tech Integration Tips and Tricks
	Ten Easy Ways to Integrate Technology in the Classroom Training
SharePoint 2010 - Advanced Training	
SharePoint 2013 - Basics Training	The American Dream through the Decades
SharePoint Server 2007 - Advanced Training	The Art of Execution
SharePoint Server 2007 - Basics Training	The Art of Influence
SharePoint Server 2010 - Basics Training	The Future of Education: Skills and Competencies for Knowmadic Workers
SketchUp for 3D Printing	
Skype in the Classroom and Mystery Skype	The Importance of Understanding Children's Mental Health Disorders: Anxiety and Depression
SMART Board Notebook 10 Training	
SMART Notebook 10 Training	The Incredible Shrinking Bench
SMART Notebook 16	The Infinite Thinking Machine - Season 2
SMART(er) Gaming	The Main Event
Snapchat in Education	The Power of Formative Assessment
Social Media for PK-16 Educators	The Space - Training for Educators
Socratic Seminars	
Spanish Matching Game	TI BA II PLUS™ PROFESSIONAL
Special Ed Primer for Teachers	TI-30XS MultiView™
Special Education Essentials for Every Educator	TI-34 MultiView™
Spotlight Resources	TimeLiner 5 Training
Spreadsheets: 3D Pie & Area Charts	Title IX Essentials
SPSS 14 - Intro Training	Tour My School
	TPACK

Transitioning from High School to College	Windows XP Training
Traumatization of Youth and Adolescents: Implications for Educator Practices and Student Success	Word 2004 - Intermediate Training
	Word 2004 - Intro Training
Types of Papers	Word 2007 - Advanced Training
Understanding English Learner Demographics of U.S. Schools	Word 2007 - Intro Training
	Word 2008 - Intro Training
Understanding Non-Fiction	Word 2010 - Advanced Training
(Un)Limiting Practices for Adolescent English Learners with Limited or Interrupted Formal Schooling	Word 2010 - Citation & Bibliography Training
	Word 2010 - Creating Accessible Documents Training
	Word 2010 - Intermediate Training
Unlocking Potential: The Impact of Mindset on Success	Word 2010 - Intro Training
	Word 2013 - Building References Training
Use Technology to Support and Fulfill Student Standards	Word 2013 - Creating Forms Training
	Word 2013 - Intro Training
Using Adobe Voice in the Classroom	Word 2013 - Newsletter Training
Using Inanimate Alice to Enhance the Literacy Experience	Word 2013 - Tables & Graphics Training
	Word 2013 - Tracking Changes & Comments Training
Using Live Video for Student Projects	Word 2016 - Mail Merge
Using the Photos App on Your Apple Device	Word 2016 - Pre-Assessment
Using VocabularySpellingCity in your classroom	Word 2016 - Table of Contents and References
Video Creation	Word 2016 - Tables and Graphics
Visio 2010 Training	Word 2016 - Tracking Changes & Comments
Warning! Sinking Ship: Helping Those Around Us	Word 2016 (Mac)
Webinar: 21st Century Leadership Training	Word 2016 (PC)
Webinar: Chromebooks and the Chrome Browser Training	Word 2016 Newsletter
	Word Online
Webinar: Differentiating with Technology Training	Word Search
Webinar: Digital Storytelling in the Classroom Training	Word Study: A Tool to Improve Reading, Spelling, & Writing
	WordPress 3.3 Training
What Are Strategies for Working in a Group?	Workforce Ready Soft Skills - Making a Great First Impression: Etiquette and Related Topics
What Do I Need to Know About Nutrition?	
What Do Students Need to Know About Internet Safety and Digital Citizenship?	Writing a Winning Cover Letter
	xHTML & CSS3 Training
What Does Sound Look Like?	Your District Has Gone 1:1/BYOD - Now What?
What is an Effective RTI Process for Data Driven Instruction?	YouTube for Educators
	Zipping and Unzipping Files
What Makes a Good Researcher?	
What Skills Do I Need To Enter The Workforce?	
Wiki Math Mindmaps	
Windows 10	
Windows 10 - Accessibility	
Windows 10 - In-Depth	
Windows 10 Anniversary Edition	
Windows 7	
Windows 8 - Aspirational Training	
Windows 8 - What's New? Training	
Windows 8 Training	
Windows Live Movie Maker Training	
Windows Media Player 10 Training	
Windows Movie Maker 2012 Training	

AGREEMENT

THIS AGREEMENT is made and entered into as of this 12th day of _June_, 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

HOONUIT LLC
(Hereinafter referred to as "VENDOR"),
whose principal place of business is
15088 22nd Avenue NE, Little Falls, Minnesota 56345

WHEREAS, SBBC wishes to enter into an agreement with VENDOR to provide site licensing access for all SBBC students, staff and families through the SBBC portal and Canvas; and

WHEREAS, VENDOR will provide a comprehensive training and professional development solution for SBBC schools that is easy to manage and build essential technology skills; and

WHEREAS, SBBC Policy 3320, Part VI.C.5.(c), and Rule 6A-1.012(14), Florida Administrative Code, permit the acquisitions of information technology as defined in Section 282.0041(11), Florida Statutes, by direct negotiation; and

WHEREAS, Rule 6A -1.012, 11(b), and 14, Florida Administrative Code and School Board Policy 3320, Section II.H, authorizes the purchase of any type of copyrighted materials, instructional materials and computer software without competitive solicitations; and

WHEREAS, SBBC has a continuing need for these products; and

WHEREAS, the SBBC and VENDOR desire to memorialize the terms and conditions of their 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:

ARTICLE 1 – RECITALS

1.0   **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 3.06 of this Agreement, the term of this Agreement shall commence on July 01, 2018 and conclude on June 30, 2019.

2.02   **Description of Goods or Services Provided.**   VENDOR shall provide SBBC users subscription access to VENDOR's cloud based, online learning system.SBBC students, teachers, staff and parents will have access 24/7 to VENDOR's Professional Development product through a branded website offering customized courses. VENDOR will provide technical support and assistance to users as needed, implementation and support staff.

(a)   VENDOR's online learning resource focuses on topics which includes, but is not limited to:

1) Instructional Strategies
2) Technology Integration
3) Software & Technology
4) Planning
5) Assessment & Evaluation
6) Professional Responsibilities
7) Student Resources
8) Learning Environment

2.03   **Priority Documents:**   In the event of any conflict, the terms of this Agreement shall govern.

2.04   **Cost of Goods or Services, Payment Terms, and Payment Method.**

(a)   Cost of Services. SBBC shall pay VENDOR $107,000 at the beginning of the term of this Agreement.

(b)   Payment Terms. VENDOR shall provide SBBC with a proper and appropriate invoice upon receipt of a Purchase Order, which will be issued by SBBC on or after the start of the new term (July 1), with net thirty (30) day payment terms.

(c)   Payment Method. SBBC's preferred method of payment is via ACH electronic payments. An electronic payment can reduce processing time and administrative overhead costs for both parties, resulting in expedited payment upon invoice approval, and reduces exposure to check fraud. SBBC will not pay convenience fees, surcharges, or any additional costs for payments made by electronic payment. VENDOR shall accept payment via electronic payment as noted above, in this Section. VENDOR shall provide SBBC with its ACH form upon its execution of this Agreement.

2.05   **SBBC Disclosure of Education Records.**

(a)   VENDOR will utilize student names, student/ ID numbers, primary school locations and email addresses to create user accounts within the VENDOR's system. VENDOR will generate and maintain user activity such as use of VENDOR's courses as well as assessment scores. This information is available at any time to individuals from SBBC who have been designated as administrators of the VENDOR's license. Personally Identifiable Information on student accounts can and shall be removed upon written request after termination of the contract between VENDOR and SBBC.

(b)   SBBC will provide VENDOR with the following education records: student names, student ID numbers, primary school locations and email addresses.

(c)   VENDOR is considered a "school official" with a legitimate educational interest to receive the types of information from SBBC student education records listed in section 2.05 (b) and for the purposes listed in section 2.06 (a).   Prior written consent of the parent or student age 18 or over is required for any types or purposes of disclosures of education records beyond those listed above.

2.06   **SBBC Disclosure of Employee Records.**

(a)   VENDOR will utilize SBBC employees' names, ID numbers, primary locations and work email addresses to create user accounts within the VENDOR's system. VENDOR will generate and maintain user activity such as use of VENDOR's courses as well as assessment scores. This information is available at any time to individuals from SBBC who have been designated as administrators of the VENDOR's license. Personally Identifiable Information on SBBC employee accounts can and shall be removed upon written request after termination of the contract between VENDOR and SBBC.

(b)   (b) SBBC will provide VENDOR with the following employee records: name, employee ID number, primary location and work email address.

(c) VENDOR shall not use the employee records listed in 2.07(a) for any purpose other than that listed in 2.06(a) or re-disclose to any other source, without the prior written consent of the employee, except as required or allowable by law.

2.07   **Confidentiality of Education Records.**

(a)   Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

1)   fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2)   hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3)   ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly be its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4)   safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5)   utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6)   notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone and email at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7)   fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8)   prepare and distribute, at its own cost if any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes, not to exceed the annual amount paid to VENDOR by SBBC;

9)   be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law, not to exceed the annual amount paid to VENDOR by SBBC;

10)   provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11)   securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(c)   All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(d)   VENDOR shall, 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, 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, not to exceed the annual amount paid to VENDOR by SBBC, arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08   **Studies Conducted for SBBC.** Under the terms of this Agreement, VENDOR may opt to conduct a study for the purpose of evaluating the quality and effectiveness of services impacting students, parents or staff. The design, procedures, and potential impact on school and district operations of said study must be reviewed and approved by the District's Institutional Review Board (IRB) prior to the initiation of any research activities. Approval through the District's IRB and Research Review Process will ensure: (a) the purpose, scope, limitations, and duration of study is clearly outlined; (b) the protection of human subjects in the research process; (c) personally identifiable information (PII) is only used for purposes of the identified study; (d) PII is only used by representatives of the organization identified in this agreement; and (e) the safe and confidential storage and transmittal of education records. VENDOR agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted. VENDOR agrees to comply with all requirements of the District's IRB and Research Review Process, which may be accessed at: http://www.broward.k12.fl.us/sar/irb/index.htm.

2.09   **Inspection of VENDOR 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 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 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 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 Records Defined. For the purposes of this Agreement, the term "VENDOR 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 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 the 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 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 the VENDOR. If the audit discloses billings or charges to which the VENDOR is not contractually entitled, the 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 the 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.

2.10 **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:	Innovative Learning & Arts
	The School Board of Broward County, Florida
	600 SE Third Avenue
	Fort Lauderdale, FL 33301
To VENDOR:	Clay Anderson, CFO
	Hoonuit LLC
	15088 22nd Avenue NE
	Little Falls, MN 56345

2.11 **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 the 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 the 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 from VENDOR'S failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12   **Insurance Requirements.**   VENDOR shall comply with the following insurance
requirements   throughout the term of this Agreement.

(a) <u>General Liability</u>. 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) <u>Professional Liability/Errors & Omissions.</u>   Limit not less than $1,000,000
per occurrence covering services provided under this Agreement.

(c) <u>Workers' Compensation.</u> Minnesota Statutory Limits, Employer's Liability
limits not less than $100,000/$100,000/$500,000 (each accident/disease-each
employee/disease-policy limit).

(d) <u>Auto Liability</u>. Owned, Non-Owned and Hired Auto Liability with Bodily
Injury and Property Damage limits of not less than $1,000,000 Combined
Single Limit.

If VENDOR does not own any vehicles, hired and non-owned automobile
liability coverage in the amount of $1,000,000 shall be accepted. In addition,
an affidavit signed by the VENDOR must be furnished to SBBC indicating
the following:

VENDOR does not own any vehicles. In the event insured acquires any
vehicles throughout the term of this agreement, insured agrees to provide
proof of "Any Auto" coverage effective the date of acquisition.

(e) <u>Acceptability of Insurance Carriers.</u> The insurance companies must be rated
at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) <u>Verification of Coverage.</u> Proof of Insurance must be furnished within 15 days
of execution of this Agreement. To streamline this process, SBBC has partnered
with EXIGIS RiskWorks 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 VENDOR time to remedy any
deficiencies. EXIGIS RiskWorks will send an email notification within three
(3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account
verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

(g) <u>Required Conditions.</u> 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.

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

(h) Cancellation of Insurance. VENDOR 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.

(i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, and contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **M/WBE Commitment.** Throughout the term of the Agreement, VENDOR shall take commercially reasonable steps and use commercially reasonable resources to identify SBBC-certified M/WBE vendors who may be engaged to fulfill various aspects of the Agreement, including, for instance, without limitation, M/WBE vendors to provide office supplies, travel, printing, janitorial supplies/services, consulting services, trade services, installation and repair services, medical supplies, where feasible. VENDOR agrees to continue to assess throughout the term of the Agreement new possibilities for M/WBE vendor participation suggested by SBBC. If at any time during the term the parties agree that it is reasonably feasible to include a specific dollar figure for M/WBE participation, the Agreement shall be amended to include the dollar participation objective.

3.06 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.07 **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.

3.08 **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.

3.09 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.10 **Public Records**: The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possess-ion of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, Insert Name shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

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

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

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

courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

3.16   **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17   **Captions.**   The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.18   **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.

3.10   **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.

3.20   **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.

3.21   **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.

        3.22   **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.

        3.23   **Survival.**   All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

        3.24   **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

        3.25   **Liability.**   This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
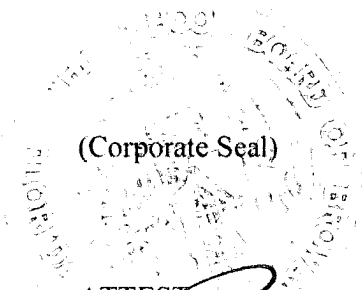
        A.   By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

        B.   By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'S agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

3.26 **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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

ATTEST:

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

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By _Nora Rupert_
Nora Rupert, Chair

Approved as to Form and Legal Content:

Kathelyn Jacques Adams
Digitally signed by Kathelyn Jacques-
Adams, Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Hoonuit LLC
Date: 2018.05.14 08:35:49 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

HOONUIT LLC

By _~Clay Anderson~_

Clay Anderson, CFO

_____ , Secretary

-or-

Angie Bruns
Witness

Kari Howie
Witness

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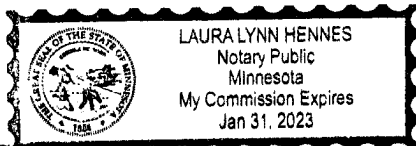
STATE OF ___Minnesota___

COUNTY OF ___Morrison___

The foregoing instrument was acknowledged before me this ___7___ day of
___May___, 20 _18_ by ___Clay Anderson___ of
___Hoonuit, LLC___   Name of Person
                                                                    , on behalf of the corporation/agency.
<u>Name of Corporation or Agency</u>

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:

(SEAL)

Laura L Hennes
Signature – Notary Public

Laura L. Hennes
Printed Name of Notary

___3105b294___
Notary's Commission No.

BCPS HOONUIT ACTIVITY BY LOCATION – TOP 50

(May 1, 2017 – April 30, 2018)

Location	BCPS Location Name	Total Activities
3391	Charles W. Flanagan High	27043
2021	Glades Middle	26291
3622	Falcon Cove Middle	22543
1281	Nova High	16989
2751	J.P. Taravella High	7888
2351	South Planation High	13595
1451	Plantation High	13201
2221	Atlantic Technical College/Technical High	12971
2571	Pioneer Middle	10021
3101	Lyons Creek Middle	9148
1661	Hollywood Hills High	9021
3541	Monarch High	7937
3971	West Broward High	5261
3871	Westglades Middle	5479
0911	Deerfield Beach Middle	5210
0361	Blanche Ely High	5117
3623	Cypress Bay High	4415
1741	Boyd Anderson High	4382
0211	Stranahan High	4306
0551	Plantation Middle	3744
3331	Silver Trail Middle	2817
1051	Sheridan Technical College/Technical High	2774
1291	McFatter Technical College/Technical High	2275
2831	Western High	1992
1151	Coral Springs High	1847

Location	BCPS Location Name	Total Activities
0403	Hallandale High	1243
3861	Coral Glades High	953
3011	Stoneman Douglas High	1067
3481	Tradewinds Elementary	987
0452	Whiddon-Rogers Education Center	877
1751	Miramar High	911
1871	Crystal Lake Middle	910
9513	Chief Auditor's Office	679
1681	Coconut Creek High	567
0931	Peters Elementary	575
3731	Everglades High	523
6501	Seagull Alternative	519
9788	College & Career Readiness	488
0241	McArthur High	464
0000	School Board of Broward County	371
0481	McNicol Middle	374
3911	New Renaissance Middle	365
Canvas Usage	N/A	363
3051	Forest Glen Elementary	335
0581	Margate Middle	328
0251	Sunrise Middle	315
0951	Fort Lauderdale High	312
1901	Piper High	311
1161	Margate Elementary	295
1711	Deerfield Beach Middle	241