

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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

**EDUCATION ELEMENTS, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
999 Skyway Rd, Suite 325  
San Carlos, CA 94070

**WHEREAS**, the SBBC is in need of Personalized Learning Consultant Services, which entails three (3) functional categories, District Level Support, School Level Planning and Embedded Professional Development Support; and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 19-037V, Personalized Learning Consultant, dated March 26, 2018, and amended by Addendum No. 1 dated April 18, 2018 (hereinafter collectively referred to as "RFP"), of which is incorporated by reference herein, for the purpose of receiving proposals for consultant services; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to collaborate and support SBBC in developing district wide plans, processes and resources to enable personalized learning.

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

### **ARTICLE 1 - RECITALS**

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

### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon approval by both parties and conclude on **February 28, 2020**. The term of the Agreement may, by mutual agreement in writing between SBBC and VENDOR, be extended for an additional eighteen (18) months.

2.02 **Description of Goods or Services Provided.** VENDOR shall work with SBBC for the implementation of personalized learning models by changing our school's culture, delivering support in the transition from traditional teaching and learning environments toward individual student pathways, and professional development that will build internal capacity at each school site, as detailed in their proposal. See **Attachment A** for the Scope of Services.

2.03 **Cost of Goods or Services.**

- (a) **In Year 1: (1 – 12 months):** VENDOR shall be paid an amount not to exceed \$491,000 after receipt of an appropriate invoice for satisfactory implementation in twelve (12) schools as detailed below:
- 1) ***Assessment of School Readiness:*** \$60,000, within thirty (30) days after Board approval of Agreement.
  - 2) ***District Support:*** \$155,000, within thirty (30) days of assessing school readiness data and delivering readiness report (estimated October 2018).
  - 3) ***School Rollout:*** \$276,000, in two payments:
    - i. \$138,000, within thirty (30) days after completing the Design Workshops (estimated January 2018).
    - ii. \$138,000, within thirty (30) days of completing the Steps to Launch Workshops (estimated March 2018)
- (b) **In Year 2: (13 – 18 months)** VENDOR shall be paid an amount not to exceed \$155,000 after receipt of an appropriate invoice for satisfactory implementation in twelve (12) schools as detailed below:
- 1) ***Reassessment of School Implementation of Personalized Learning:*** \$36,000, within thirty (30) days of completing Learning Walks I (estimated Fall 2019).
  - 2) ***District Support:*** \$35,000, within thirty (30) days of identifying new interventions and completing PL Council Meeting (estimated Fall 2019). These new interventions will be based on results from the reassessment above.
  - 3) ***School Rollout:*** \$84,000, in two payments:
    - i. \$42,000, within thirty (30) days of completing Reflect + Iterate Workshop I (estimated Fall 2019). This includes the new activities that will be conducted with schools based on results from the reassessment above.
    - ii. \$42,000 within (30) days of completing Reflect + Plan Workshop I (estimated Winter 2019).
- (c) See **Attachment B columns (c) and (d)**, for prices if this Agreement is renewed for an additional eighteen (18) months.

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

First: This Agreement, then;  
Second: Addendum No. 1 to RFP 19-037V, then;  
Third: RFP 19-037V – Personalized Learning Consultant, then;  
Fourth: Proposal submitted by VENDOR in response to RFP 19-037V

2.05 **SBBC Disclosure of Education Records**. Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **SBBC Disclosure of Employee Information**.

(a) SBBC will provide the following employee information to VENDOR for employees designated as project team members:

- 1) *first and last name*
- 2) *SBBC business email address*
- 3) *SBBC work phone number*

(b) VENDOR will utilize employee's information to facilitate communication with the project team members.

2.07 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable 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 the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect**. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) **Notice of Inspection**. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions**. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be

provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) 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 SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, 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 Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) 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.

2.08 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: **Director, Innovative Learning**  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: **Simma Reingold, Partner**  
Education Elements, Inc.  
999 Skyway Rd, Suite 325  
San Carlos, CA 94070

2.09 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **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 possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers 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, VENDOR 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](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

2.11 **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.

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

(a) **General Liability**. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions**. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation**. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability**. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers**. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) **Verification of Coverage**. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management

Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms 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 (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

#### 2.13 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.14 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.

2.15 **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.

2.16 **Incorporation by Reference**. Attachments A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

### **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 Agreement.

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

3.04 **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.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. 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.

3.06 **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.

3.07 **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.

3.08 **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.

3.09 **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.

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

3.11 **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.

3.12 **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.

3.13 **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.

3.14 **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.

3.15 **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.

3.16 **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.

3.17 **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.

3.18 **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.

3.19 **Agreement 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.

3.20 **Counterparts and Multiple Originals**. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

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

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

Approved as to Form and Legal Content:

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

**FOR VENDOR:**

(Corporate Seal)



ATTEST:

**EDUCATION ELEMENTS, INC.**

By *[Signature]*

Name Anthony Kim

Title CEO

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

-or-

Witness *[Signature]*

Witness *[Signature]*

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

STATE OF California

COUNTY OF San Mateo

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2018 by Anthony Kim of Education Elements, Inc. on behalf of the corporation/agency.

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

My Commission Expires: 06-25-2019 *[Signature]*

Signature - Notary Public  
Lobat Omidvari Mozaftar

(SEAL)

Printed Name of Notary  
2114757



Notary's Commission No.

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**4.4.2.1 Category 1: District Level Support**

- 4.4.2.1.1 Ability to develop district-level plans, processes, and resources that enable personalized learning implementation at schools.
- 4.4.2.1.2 Ability to create personalized learning pathways that provide a menu of models schools may choose from.
- 4.4.2.1.3 Ability to build community awareness, interest, and readiness for personalized learning throughout the district.
- 4.4.2.1.4 Facilitate district-wide learning. Evaluate the successes and challenges of schools implementing personalized learning at SBBC; help the district learn, create best practices and adjust its approach.

**4.4.2.2. Category 2: School Level Planning**

- 4.4.2.2.1 Facilitate needs and readiness assessments of schools implementing personalized learning.
- 4.4.2.2.2 Support individual schools in choosing and planning a personalized learning pathway based on their students' unique needs. This may include instructional model design, classroom design, stakeholder engagement, change management, professional development and implementation plans.
- 4.4.2.2.3 Support individual schools in implementing their personalized learning plans and models.

**4.4.2.3 Category 3: Embedded Professional Development Support**

- 4.4.2.3.1 Provide embedded coaching in schools around personalized learning and instructional technology. Professional development programs and services are to be research based and provide proven instructional practices.
- 4.4.2.3.2 Consultants co-plan, co-teach, coach and learn alongside teachers and school staff, individually and in small groups. Training should be personalized rather than large group 'sit and get' learning. Training materials and resources may include print, digitized videos, software and Apps. The resource materials are to be designed to support the educators in the implementation of the professional development support.
- 4.4.2.3.3 Provide sample lessons which model transformational use of technology.

**[THIS SPACE INTENTIONALLY LEFT BLANK; 4.4.2.4 FOLLOWS]**

#### 4.4.2.4 Category 4: Implementation

Work stream	Action	Type	Outcome	Target Month
PL Council	Project Prep Calls with Project Lead + PL Council	Calls	(1) Project Roles Confirmed (2) Draft Project Calendar Confirmed	Summer/ Fall 2018
PL Council	District Kickoff Meeting + Dinner	In-person Meeting	(1) Confirm Final Project Calendar (2) Official Kickoff and Intros to new team members on both sides	Summer/ Fall 2018
School PL Leadership Teams	Foundations Workshop (½ day)	In-person Meeting: Central Location	SPLTs will have (1) shared understanding of the components of personalized learning and our work together at both the district and school level (2) understanding of district-wide vision for personalized learning (3) Materials for turnkey workshop	Fall 2018
School PL Leadership Teams	Readiness Assessment Visits (2 hours per school)	In-person Meeting: School Site	Readiness report	Fall 2018
School PL Leadership Teams	Turnkey: Foundations Workshop	School Mtg	Full school teams will have (1) shared understanding of the components of personalized learning and our work together at both the district and school level (2) understanding of district-wide vision for personalized learning	Fall 2018
PL Council	Strategy Meeting (2 days)	In-person Meeting	Initial strategy plan based on the Education Elements' personalized learning implementation framework, including (1) District design blueprint, (2) District support plan, (3) District messaging document	Fall 2018
PL Council	Design & Launch Meeting (1 day)	In-person Meeting	(1) Confirm design expectations for schools, (2) Refine a district-wide support plan for schools, (3) Develop a curriculum alignment for online and offline resources	Winter 2018/19
School PL Leadership Teams	Design Workshop (1 day)	In-person Meeting: Central Location	(1) School Design Plan, (2) Materials for turnkey workshop	Winter 2018/19
School PL Leadership Teams	Turnkey: Design Workshop (2-3 hours)	School Mtg	Full school teams will provide input into school design plan	Winter 2018/19
School PL Leadership Teams	School Discovery Phase	Milestone	School teams test out strategies presented at Foundations and Design workshops	Winter 2018/19
PL Council	Design Feedback Call (90 min)	Call	(1) Provide feedback on designs with the district team	Winter 2018/19
School PL Leadership Teams	Design Feedback Call (30 min per cohort / school)	Call	(1) Provide feedback on designs with the school teams	Winter 2018/19
School PL Leadership Teams	Steps to Launch Workshop (1 day)	In-person Meeting: Central Location	SPLCs will be prepared to support and communicate personalized learning effectively through developing (1) Updated PL Training Plans (2) School Communications Plans, (3) Materials for turnkey workshop	Spring 2019

School PL Leadership Teams	Turnkey: Steps to Launch Workshop (2-3 hours)	School Mtg	Full school teams will prepared to launch PL	Spring 2019
School PL Leadership Teams	School PL "Launch"	Milestone		Spring 2019
School PL Leadership Teams	Learning Walks I (2 hours per cohort)	School Mtg	(1) Build district and school capacity to support schools after personalized learning launch (2) Identify effective teaching practices aligned to the school personalized learning models	Fall 2019
PL Council	PL Council Meeting: Reflect & Iterate (1/2 day)	In-person Meeting	(1) Debrief to discuss overall trends and recommended district and school actions based on our observations from learning walks (2) Training on specific focus areas	Fall 2019
School PL Leadership Teams	Reflect + Iterate Workshop I (1/2 day)	In-person Meeting: Central Location	(1) Debrief to discuss overall trends and recommended district and school actions based on our observations from learning walks (2) Training on specific focus areas	Fall 2019
School PL Leadership Teams	Learning Walks II (2 hours per cohort)	In-person Meeting: School Site	(1) Build district and school capacity to support schools after personalized learning launch (2) Identify effective teaching practices aligned to the school personalized learning models	Winter 2019
School PL Leadership Teams	Reflect + Plan Workshop I (1/2 day)	In-person Meeting: Central Location	(1) Debrief to discuss overall trends and recommended district and school actions based on our observations from learning walks (2) Training on specific focus areas (3) Plan for supports in SY 2019-2020	Winter 2019
PL Council	PL Council Meeting: Reflect & Plan (1/2 day)	In-person Meeting	(1) Debrief to discuss overall trends and recommended district and school actions based on our observations from learning walks (2) Training on specific focus areas (3) Plan for supports in SY 2019-2020	Winter 2019

**[THIS SPACE INTENTIONALLY LEFT BLANK; ATTACHMENT B FOLLOWS]**

**ATTACHMENT B**

**COST OF SERVICES**

Prices shall remain firm for the entire term of this Agreement and any renewal period and based on the below stated amounts:

- (a) District-wide Personalized Learning Strategy costs shall remain the same regardless of the amount of new schools that are added.
- (b) Total Price for 19-36 months will depend on the number of schools being added.

	(a)	(b)	(c)	(d)
<b>Months</b>	<b>1-12</b>	<b>13-18</b>	<b>19-24</b>	<b>25-36</b>
District-wide Personalized Learning Strategy	\$155,000	\$70,000	\$70,000	\$107,000
School Rollout (price per school)	\$23,000	\$7,000	\$7,000	\$10,000
Assessment of School Readiness (price per school)	\$5,000	\$3,000	\$0	\$0
<b>Total price (Based on twelve 12 schools)</b>	<b>\$491,000</b>	<b>\$155,000</b>		

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