



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

EE-3.

MEETING DATE	2019-01-15 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request  
 Yes  No

Time

Open Agenda  
 Yes  No

TITLE:  
 Recommendation to Approve First Amendment and Additional Spending Authority - 58-122E - Professional Development Software to Enhance Equity in Schools

REQUESTED ACTION:  
 Approve the First Amendment and Additional Spending Authority of the above Agreement. Contract Term: February 14, 2018 through June 30, 2019, 1 Year; 5 Months; User Department: Equity & Academic Attainment; Additional Requested Amount: \$407,500; New Award Amount: \$627,500 Awarded Vendor(s): Public Consulting Group, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:  
 This request is to approve the First Amendment to the Agreement between Public Consulting Group, Inc. and The School Board of Broward County, Florida (SBBC), which supports online learning professional development for teachers and administrators in Broward County Public Schools. The agreement was approved on February 14, 2018, to expire on February 21, 2019, with an approved spending authority of \$220,000. The purpose of this Amendment is to facilitate the purchase of additional licenses and extend the Agreement expiration date to align with SBBC's fiscal calendar. Upon approval of this item, the agreement will expire on June 30, 2019, with a total approved spend of \$627,500.  
 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 \$407,500. The contract award amount was for \$220,000. The request is to increase the spending authority by \$407,500, bringing the new contract value to \$627,500. The funding source will come from the Title 4 Part A Grant. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

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

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

SOURCE OF ADDITIONAL INFORMATION:

Name: David Watkins	Phone: 754-321-1600
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: JAN 15 2019  
 By: Heather P. Burkwood  
 School Board Chair

Signature  
 Maurice Woods  
 12/20/2018, 9:18:36 AM

## EXECUTIVE SUMMARY

### Recommendation to Approve First Amendment and Additional Spending Authority 58-122E - Professional Development Software to Enhance Equity in Schools

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#### Introduction

##### Responsible: Procurement & Warehousing (PWS)

This request is to approve the First Amendment to the Agreement between Public Consulting Group, Inc. (PCG) and The School Board of Broward County, Florida (SBBC), which supports online learning professional development for teachers and administrators in Broward County Public Schools. The agreement was approved on February 14, 2018, to expire on February 21, 2019, with an approved spending authority of \$220,000.

The purpose of this Amendment is to facilitate the purchase of additional licenses and extend the Agreement expiration date to align with SBBC's fiscal calendar. Upon approval of this item, the agreement will expire on June 30, 2019, with a total approved spend of \$627,500.

#### Goods/Services Description

##### Responsible: Equity & Academic Attainment

PCG provides an eight (8) week online course entitled, "Courageous Conversations about Race." The course is self-paced and is facilitated by PCG staff. Participants receive weekly feedback from PCG staff, as well as sixty (60) in-service points for completing the class. Last year, the course was completed by three hundred (300) equity liaisons. The amendment extension is for an additional five hundred (500) licenses. Those additional five hundred (500) licenses will be for new equity liaisons, the staff at three (3) behavioral centers (Cypress Run, Lanier James, and Pine Ridge), LEAD and PROPEL participants, administrators, and School Board members.

#### Procurement Method

##### Responsible: PWS

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and School Board Policy 3320, Section II, H, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC's purchase of educational services.

#### Financial Impact

##### Responsible: PWS and Equity & Academic Attainment

The total spending authority requested is \$407,500 as illustrated below:

Service	Fees	Unit	Total
Course License (per seat)	\$455	500	\$227,500
Platform Access (per user)	\$50	500	\$25,000
PLP Implementation and Ongoing Support (Setup)	\$25,000	1	\$25,000
On-site client support and weekly project management updates (twelve (12) weeks).	\$130,000	1	\$130,000
		<b>TOTAL</b>	<b><u>\$407,500</u></b>

The source of funds is Title 4 Part A Grant.

**FIRST AMENDMENT TO  
AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this  
15<sup>th</sup> day of January 2019, by and between

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

and

**PUBLIC CONSULTING GROUP, INC.**  
(hereinafter referred to as "PCG"),  
whose principal place of business is  
148 State Street  
Boston, MA 02109

WHEREAS, SBBC and PCG entered into an Agreement dated February 14, 2018 (hereafter "Agreement"); and

WHEREAS, PCG owns and licenses professional development courses and customized professional development solutions ("Course(s)") on PCG's Professional Learning Platform ("Platform"), which is hosted and made available online by PCG, and as may be updated by PCG from time to time, through which users may access Courses, and which includes the ability to review the Course catalog, access and use of the materials in the resource library, and collaboration opportunities; and

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

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

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

1.02 **Term of Agreement.** The Agreement is hereby extended from February 22, 2019 through June 30, 2019, unless terminated earlier pursuant to Section 5.05 of the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

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

2.03 **Scope of Work.** PCG will provide the following services to The School Board of Broward County:

- a) PCG grants to Customer, and Customer accepts, (i) a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet, 800 Seats, for the course entitled “Courageous Conversations about Race,” for the Customer’s education-related purposes, and (ii) a non-exclusive, non-transferable license, during the Term only, under PCG’s copyrights in PCG’s Documentation to reproduce and distribute modified and original versions of Documentation and, if such Documentation is in an on-line format, allow Customer Users to make print copies of the same. “Documentation” means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the Course(s) and the Platform.
- b) PCG grants to Customer, and Customer accepts, a non-exclusive, non-transferable right and license, during the Term only, to access via the Internet, the Platform for 800 Customer Users for the Customer’s education-related purposes.

2.04 **Fees.**

Service	Fees	Unit	Total
Course License (per seat)	\$455	300	\$136,500
Platform Access (per user)	\$50	300	\$15,000
PLP Implementation and Ongoing Support (Setup)	\$25,000	1	\$25,000
On-site client support and weekly project management updates (12-weeks)	\$43,500	1	\$43,500
		<b>TOTAL</b>	\$220,000

The following charges will be incurred for products and services rendered under this First Amendment to Agreement:

Service	Fees	Unit	Total
Course License (per seat)	\$455	500	\$227,500
Platform Access (per user)	\$50	500	\$25,000
PLP Implementation and Ongoing Support (Setup)	\$25,000	1	\$25,000
On-site client support and weekly project management updates (12-weeks).	\$130,000	1	\$130,000
		<b>TOTAL</b>	\$407,500

2.06 **Payment.** VENDOR shall be paid an amount not to exceed Six Hundred, Twenty-Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$627,500.00) for satisfactory delivery of services as detailed below:

- (a) PCG shall invoice SBBC upon approval by SBBC of this Agreement, for 50% of the total amount of the fees referenced in the Agreement. PCG shall thereafter invoice SBBC on June 8, 2018, for the remaining 50% of the fees referenced in the Agreement. SBBC will pay PCG an amount of Two Hundred, Twenty Thousand Dollars and 00/100 Cents (\$220,000.00) within thirty (30) days of the date of a proper and appropriate invoice, for services rendered under the Agreement.
- (b) PCG shall invoice SBBC upon approval by SBBC of this First Amendment to Agreement, for 50% of the total amount of the fees referenced in the First Amendment to Agreement. PCG shall thereafter invoice SBBC on March 8, 2019, for the remaining 50% of the fees referenced in the First Amendment to Agreement. SBBC will pay PCG an amount of Four Hundred, Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$407,500.00) for services rendered under this First Amendment to Agreement.

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

**FOR SBBC:**




(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Heather P. Brinkworth, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Public Consulting Group, Inc.  
Date: 2018.12.17 08:07:27 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR VENDOR**

(Corporate Seal)

ATTEST:

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

-or-

[Signature]  
Witness

[Signature]  
Witness

**PUBLIC CONSULTING GROUP, INC.**

By [Signature]  
Signature

Printed Name: Christen Courville

Title: Associate Manager

STATE OF Massachusetts

COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by Christen Courville of Public Consulting Group, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced personally known as identification and did/did not first take an oath.

My Commission Expires JUNE 10



(SEAL)

[Signature]  
Signature - Notary Public

Kathryn F Vassallo  
Printed Name of Notary

N/A  
Notary's Commission No.

