



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-06-23 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	E. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

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

**ITEM No.:**  
E-3.

**TITLE:**  
Recommendation to Approve Second Amendment to Agreement - 59-093E - Imagine Learning and Literacy Software Program

**REQUESTED ACTION:**  
Approve the recommendation of the above Second Amendment to Agreement. Contract Term: February 5, 2019 through June 30, 2021, Two (2) Years, Four (4) Months; User Department: Bilingual/ESOL; Awarded Amount: \$1,009,000; Awarded Vendor(s): Imagine Learning, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Imagine Learning Language and Literacy Program is used to bridge the oral language and literacy gap for all English language learners in grades K-8. The purpose of this Second Amendment is to facilitate the direct transfer of Assessment Data from Imagine Learning, Inc. to Ellevation Inc., at no additional cost to The School Board of Broward County, Florida. The Agreement with Ellevation Inc. is included in the Agenda as EE-7. 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: Safe & Supportive Environment   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no additional financial impact to the District.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) Original Executed Documents

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Victoria Saldala	Phone: 754-321-2589
Name: Mary C Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
 Senior Leader & Title  
 Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
 Maurice Woods  
 6/15/2020, 4:42:22 PM

Approved In Open Board Meeting On: **JUN 23 2020**  
 By:   
 School Board Chair

## EXECUTIVE SUMMARY

### Recommendation to Approve Second Amendment to Agreement 59-093E – Imagine Learning and Literacy Software Program

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#### Introduction

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

This request is to approve the Second Amendment to Agreement between Imagine Learning, Inc., and The School Board of Broward County, Florida (SBBC). The Agreement was approved at the School Board Operational Meeting on February 5, 2019, under item EE-10, starting February 5, 2019 through June 30, 2021 with an approved spending authority of \$494,000. A First Amendment to the Agreement was approved at the Regular School Board Meeting on June 25, 2019, under item EE-15 to facilitate the purchase of additional licenses, with an additional approved spending authority of \$515,000, bringing the total approved spending authority to \$1,009,000.

The purpose of this Second Amendment to the Agreement is to facilitate the direct transfer of Assessment Data from Imagine Learning, Inc. to Ellevation Inc., which includes Lexile Scores, Literacy Scores, and Oral Vocabulary Scores at no additional cost to SBBC. The agreement with Ellevation Inc. is included in the Agenda as EE-7.

There is no financial impact to the District.

#### Goods/Services Description

##### Responsible: Bilingual/ESOL Department

Program Goal: Use Imagine Learning Language and Literacy to bridge the oral language and literacy gap for all English language learners in grades K–8.

##### Student Experience:

- Students are given an adaptive placement test and provided with a prescriptive learning path.
- Ongoing program monitoring and assessments will provide scaffolded, accelerated, or remediated instruction as needed.
- Students are provided foundational skills to fill learning gaps while being exposed to grade-level content.

#### Procurement Method

##### Responsible: PWS

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

#### Financial Impact

##### Responsible: PWS and Bilingual/ESOL Department

There is no financial impact to the District.

##### Financial Impact Table:

Action	Date	Term (Months)	Amount
Original spending authority request	2/5/2019	28	\$ 494,000
1 <sup>st</sup> Amendment + additional spending authority request	6/25/2019		\$ 515,000
2 <sup>nd</sup> Amendment to the Agreement	6/23/2020		
<b>New Total Contract Amount</b>		<b>28</b>	<b>\$ 1,009,000</b>

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of June, 2020, 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

**IMAGINE LEARNING, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
382 W. Park Circle, Suite 100, Provo, UT 84604

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated February 5, 2019 that expires on June 30, 2021 (hereafter "Agreement"); and

**WHEREAS**, SBBC's goal is the use of Imagine Language & Literacy to bridge the oral language and literacy gap for all English language learners (ELL) in grades K-8; and

**WHEREAS**, on June 25, 2019, SBBC and VENDOR entered into a First Amendment of the Agreement for the purchase of additional licenses; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this Second 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 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall be added to section 2.04 SBBC Disclosure of Education Records, of the Agreement, by interlineation, as of the date of this Second Amendment as follows:

(f) VENDOR shall provide, the following Assessment Data directly to Ellevation Inc. at no additional cost to SBBC: Lexile Score, Literacy Score, and Oral Vocabulary Score.

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

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

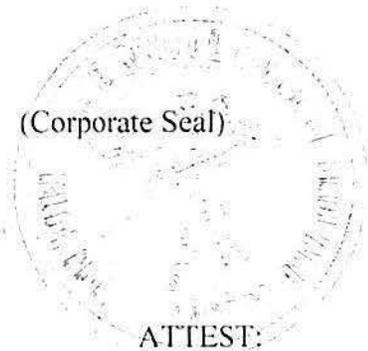
1.04 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

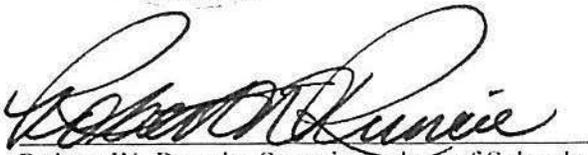
1.05 Authority. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect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

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

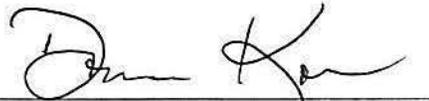
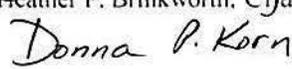
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FOR SBBC:



  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Heather P. Brinkworth, Chair  


Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Imagine Learning, Inc. - Second Amendment  
Date: 2020.06.15 07:03:26 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

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

-or-

[Signature]  
Witness

[Signature]  
Witness

**IMAGINE LEARNING, INC.**

By [Signature]  
Signature

Printed Name: J. Brent Taylor

Title: Vice President, Finance

**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.**

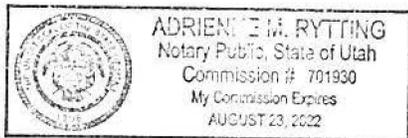
STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6/11/2020 (date) by J. Brent Taylor (name of officer or agent, title of officer or agent) of Imagine Learning, Inc. (name of corporation acknowledging), a UTAH (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this 11th day of JUNE, 2020.

My Commission Expires:

[Signature]  
Signature - Notary Public



(SEAL)

Adrienne M. Rytting  
Notary's Printed Name

701930  
Notary's Commission No.



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-10.**

MEETING DATE	2019-02-05 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

**TITLE:**  
Direct Negotiation Recommendation of \$500,000 or Less - 59-093E - Imagine Learning and Literacy Software Program

**REQUESTED ACTION:**  
Approve the recommendation to award the above Agreement. Contract Term: February 5, 2019 through June 30, 2021, 2 Years, 4 Months; User Department: Bilingual/ESOL; Award Amount: \$494,000 Awarded Vendor(s): Imagine Learning, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Bilingual/ESOL Department is seeking to expand usage of Imagine Learning Language and Literacy to include all K-5 newcomer English language learners identified in the Entering/Emerging levels of language proficiency to bridge the oral language and literacy gap. The program and assessments are aligned with Florida and World-Class Instructional Design and Assessment Standards. Translations of instructions, vocabulary, and feedback are available through the first-language support feature in fifteen (15) languages and gradually fades away as the student progresses to higher levels of English proficiency. 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 \$494,000. The funding source will come from the Enhanced Instructional Opportunities for Recently Arrived Immigrant Children and Title III, 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 (4) Florida Implementation (5) Imagine Learning Activity Brief-Broward All Implementations

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Victoria Saldala	Phone: 754-321-2589
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: **FEB 05 2019**  
By: *Heather P. Burkwood*  
School Board Chair

Signature  
*Maurice Woods*  
1/24/2019, 12:31:23 PM



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-15.**

MEETING DATE	2019-06-25 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

TITLE:  
Recommendation to Approve Additional Spending Authority - 59-093E - Imagine Learning and Literacy Software Program

**REQUESTED ACTION:**  
Approve the Recommendation for Additional Spending Authority. Contract Term: February 5, 2019 through June 30, 2021, 2 Years and 4 Months; User Department: Bilingual/ESOL; Additional Requested Amount: \$515,000; New Award Amount: \$1,009,000 Awarded Vendor(s): Imagine Learning, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The Bilingual/ESOL Department has expanded the usage of Imagine Learning Language and Literacy to include all K-5 newcomer English language learners identified in the Entering/Emerging levels of language proficiency. At the time of the original purchase, only English language learners classified as A1/ELP Level 1 were included. The program and assessments are aligned with Florida and World-Class Instructional Design and Assessment Standards. In order to meet the needs of all K-5 newcomer students, A2/ELP Level 2, the Bilingual/ESOL Department is requesting an increase in licenses. 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 \$515,000. The contract award amount was for \$494,000. The request is to increase the spending authority by \$480,000 bringing the new contract value to \$1,009,000. The funding source will come from Enhanced Instructional Opportunities for Recently-Arrived Immigrant Children and Youth Grant, and Title III, 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) Approved ARF 2-05-2019 SBOM EE-10 (4) Financial Analysis Worksheet

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Victoria Saldala	Phone: 754-321-2590
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title  
Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
6/18/2019, 8:52:16 AM

Approved In Open Board Meeting on: JUN 25 2019  
By: *Heather P. Burkhardt*  
School Board Chair

## FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 25<sup>th</sup> day of June, 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

**IMAGINE LEARNING, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
382 W. Park Circle, Suite 100, Provo, UT 84604

WHEREAS, SBBC and VENDOR entered into an Agreement dated February 5, 2019 (hereafter "Agreement"); and

WHEREAS, SBBC's goal is the use of Imagine Language & Literacy to bridge the oral language and literacy gap for all English language learners (ELL) in grades K-8; and

WHEREAS, the Agreement is being amended to purchase additional licenses; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement 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 **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 **Cost of Services.** VENDOR shall be paid up to One Million, Twenty-Nine Thousand Dollars and 00/100 Cents (\$1,029,000.00) after receipt of an appropriate invoice for satisfactory implementation of their solution and delivery of professional development as detailed below:

(a) **Year 1:** SBBC shall pay VENDOR shall up to Four Hundred Twenty-Seven Thousand Dollars and 00/100 Cents (\$427,000.00) within thirty (30) days after receipt of an appropriate invoice in amounts as detailed below:

- 1) Two Hundred Forty Thousand Dollars and 00/100 Cents (\$240,000.00) for Imagine Language & Literacy subscription licenses. This includes Three Thousand (3,000) Imagine Language & Literacy subscription licenses at a price of Eighty Dollars and 00/100 Cents (\$80.00) per license.
- 2) Up to One Hundred Seventy-Five Thousand Dollars and 00/100 Cents (\$175,000.00) with SBBC's option to purchase up to Twenty Five Hundred (2,500) additional Imagine Language & Literacy subscription licenses at a price of Seventy Dollars and 00/100 Cents (\$70.00) per license. SBBC is under no obligation to purchase any additional Language & Literacy subscription licenses. However, should SBBC wish to exercise its option to purchase additional Language & Literacy subscription licenses at that rate, SBBC district staff will communicate to VENDOR the exact amount of additional licenses to be purchased for the 2019-2020 school year.
- 3) Twelve Thousand Dollars and 00/100 Cents (\$12,000.00) after satisfactorily performing ten (10) days of training and professional development, as determined by SBBC's staff.

(b) **Year 2:** VENDOR shall be paid up to Six Hundred, Two Thousand Dollars and 00/100 Cents (\$602,000.00) within thirty (30) days after receipt of an appropriate invoice in amounts as detailed below:

- 1) Two Hundred Forty Thousand Dollars and 00/100 Cents (\$240,000.00) for Imagine Language & Literacy subscription licenses. This includes Three Thousand (3,000) Imagine Language & Literacy subscription licenses at a price of Eighty Dollars and 00/100 Cents (\$80.00) per license.
- 2) Up to Three Hundred Fifty Thousand Dollars and 00/100 Cents (\$350,000.00) with SBBC's option to purchase up to and Five Thousand (5,000) Imagine Language & Literacy subscription licenses at a price of Seventy Dollars and 00/100 Cents (\$70.00) per license. SBBC is under no obligation to purchase any additional Language & Literacy subscription licenses. However, should SBBC wish to exercise its option to purchase additional Language & Literacy subscription licenses at that rate, SBBC district staff will communicate to VENDOR the exact amount of additional licenses to be purchased for the 2020-2021 school year.
- 3) Twelve Thousand Dollars and 00/100 Cents (\$12,000.00) within thirty (30) days after performing ten (10) days of training and professional development, as determined by SBBC's staff.

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

- a) this First Amendment to Agreement; then

b) the Agreement.

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

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

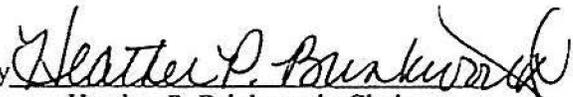
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By   
Heather P. Brinkworth, Chair

  
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: Imagine Learning, Inc.  
Date: 2019.06.13 15:30:47 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR VENDOR:**

(Corporate Seal)

IMAGINE LEARNING, INC.

ATTEST:

By J. Brent Taylor  
Signature

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

Printed Name: J. Brent Taylor

-or-

Title: Vice President, Finance

[Signature]  
Witness

[Signature]  
Witness

STATE OF UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of June, 2019 by J. Brent Taylor of Imagine Learning, Inc., on behalf of the corporation/agency. He/She is personally known to me or produced a Utah Driver's License as identification and did/did not first take an oath.  
Type of Identification

My Commission Expires: August 23, 2022  
Enter expiration date

[Signature]  
Signature - Notary Public

ADRIENNE M WOOTEN  
Printed Name of Notary

701930  
Notary's Commission No.

