

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 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

LEARN-IT SYSTEMS, LLC

(hereinafter referred to as “VENDOR”),
whose principal place of business is
3600 Clipper Mill Road, Suite 330
Baltimore, Maryland 21211

WHEREAS, pursuant to 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 and professional services; and

WHEREAS, Title I Migrant & Special Programs Department desires to procure educational and professional development services from VENDOR to serve private schools within Broward County, Florida; and

WHEREAS, VENDOR shall provide instructional services in areas of reading and mathematics to students (K-12) enrolled in private schools that wish to participate in the CARES Act programs. VENDOR shall provide qualified personnel, all materials and supplies for instruction as well as professional development for instructors to deliver remedial basic skills instruction to students who are failing or at-risk of failing as required by CARES Act regulations and teachers struggling during the coronavirus distance learning in private schools; and

WHEREAS, instructional services for students are needed for the 2020 GEER Summer Recovery Program through October 31, 2020, for private schools under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act Programs; Governor’s Emergency Education Relief (GEER) Fund, section 18002 of the Coronavirus Aid, CARES Act, Summer Recovery Program; and

WHEREAS, professional development services for teachers are needed through September 30, 2022 under the Elementary and Secondary School Emergency Relief Fund (ESSER), section 18003 of the CARES Act.

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 on **July 22, 2020**, and shall conclude on **September 30, 2022**.

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

First: This Agreement, then;
Second: **Attachment A**

2.03 **Description of Scope of Services Provided.** VENDOR shall on behalf of SBBC, provide private schools with the Scope of Services as specified in **Attachment A – Scope of Services**.

2.04 **Deliverables.** VENDOR shall provide any and all instructional services provided under the CARES Act, and GEER Fund as specified in **Attachment A – Scope of Services**. VENDOR shall complete the instructional services, meeting any and all requirements of this Agreement, no later than **October 31, 2020**. VENDOR shall complete any and all professional development services under ESSER, meeting all requirements of this Agreement, no later than **September 30, 2022**.

2.05 Cost of Services and Payments.

(a) SBBC shall pay VENDOR for the cost of services satisfactorily rendered for instructional services at the not-to-exceed costs, as stated in section (b) below. Payment to VENDOR shall be contingent upon the funds provided by the State of Florida to SBBC under the CARES Act, GEER, and ESSER funds. Refer to section 2.15 – Annual Appropriation.

(b) Costs to be paid for services rendered to VENDOR under this Agreement shall be through an SBBC issued purchase order. Payment to VENDOR shall be Net 30 days from the date of the invoice. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at a flat rate less than its original bid price at any time during the term of this Agreement. The not-to exceed, firm-fixed costs to be paid to VENDOR shall be

- 1) **Instructional Services (In-Person and Virtual):** \$377,195.00/flat fee
Three Hundred Seventy-Seven Thousand One-Hundred Ninety-Five Dollars and 00/100 Cents
Small or whole group instructional groups (up to twenty (20) students)
Supply certified teachers, materials and supplies for instruction
Includes options for after-school, Saturday or summer schedules
Up to seventy (70) teachers

Administrative Cost \$ 19,852.00/flat fee
Nineteen Thousand Eight Hundred Fifty-Two Dollars and 00/100 Cents
TOTAL COST \$397,047.00

- 2) Professional Development (Virtually): \$1,918.32/per workshop
One Thousand Nine Hundred Eighteen Dollars and 32/100 Cents
Groups up to one hundred (100) participants
Virtually delivered workshop
Time duration pending consultation with Title I
Pending available funding under the ESSER grant
- 3) Professional Development (Face-to-Face): \$2,951.66/per workshop
Two Thousand Nine Hundred Fifty-One Dollars and 66/100 Cents
Groups up to fifty (50) participants
In-Person delivered workshop
Time duration pending consultation with Title I
Pending available funding under the ESSER grant

2.06 **SBBC Disclosure of Education Records and Employee 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. Likewise, no employee records shall be disclosed by SBBC to VENDOR. Should VENDOR come into contact with employee records, it may not be re-disclosed except as required or permitted by law.

All education records and employee records disclosed under this agreement will be directly from the non-SBBC private schools to the VENDOR.

2.07 **VENDOR Confidentiality of Education Records and Employee Records.**

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

(a) 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 education records and employee records;

(b) hold any education records and employee records in strict confidence and not use or redisclose 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 or employee records are to be shared provides prior written consent for their release;

(c) ensure that, at all times, all of its employees who have access to any education records or employee records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records and employee 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;

(d) safeguard education records and employee records 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, and employee records in accordance with applicable laws; and

(e) utilize the education records and employee 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 or employee records to any third party.

2.08 **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 workspace 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.

2.09 **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, Title I, Migrant & Special Programs
The School Board of Broward County, Florida
701 N.W 31st Avenue
Fort Lauderdale, Florida 33311

- To **VENDOR**:
Marybeth Jones, Vice President, Academic Services
Learn-It Systems, LLC
3600 Clipper Mill Road, Suite 330
Baltimore, Maryland 21211

- With a Copy to:
Michael Kocorowski, CFO
Learn-It Systems, LLC
3600 Clipper Mill Road, Suite 330
Baltimore, Maryland 21211

2.10 **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.

2.11 **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, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **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, up to the limits of Section 768.28, Florida Statutes, 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.

2.13 **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 has 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 collectible 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 canceled.

(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.

2.14 **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.

2.15 **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.

2.16 **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.

2.17 **Incorporation by Reference.** Attachment A 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) calendar days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) calendar 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) calendar 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) calendar 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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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 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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

LEARN-IT SYSTEMS, LLC

ATTEST:

By Don C. Schaefer

_____, Secretary

Print Name: Donald C. Schaefer

CT
-or-
_____, Secretary

Title: President

Witness

Lauren Miller
Witness

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 Maryland

COUNTY OF Baltimore City

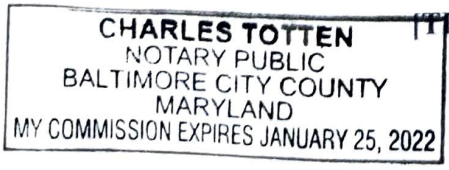
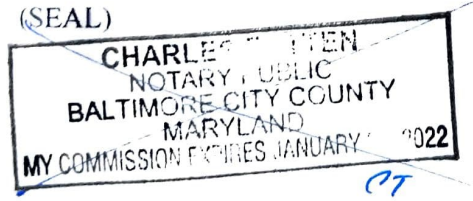
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7/15/20 (date) by Don Schaefer (name of officer or agent, title of officer or agent) of Learn it Systems, LLC (name of corporation acknowledging), a Maryland (state or place of incorporation) 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 15 day of July, 2020.

My Commission Expires: 1/25/22

CT
Signature – Notary Public

Charles Totten
Printed Name of Notary

n/a
Notary's Commission No.



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SCOPE OF SERVICES

1. Overview of Student Instructional Services
 - (a) VENDOR shall provide instructional services for students in private schools and shall take place in a schedule developed through consultation with school administrators.
 - (b) VENDOR shall have previously trained instructors in using a variety of in-person and virtual tools to deliver instruction and continue to develop these skills by engaging in frequent professional development opportunities.
 - (c) The instructional program shall continue through October 31, 2020, and may include options for after-school, Saturday or summer schedules. The schedule shall be flexible according to SBBC guidelines.
 - (d) Instructional programs shall run as a blended model with seventy-five (75) percent of instruction occurring in-person per the State of Florida Governor's requirements.
 - (e) VENDOR's instructional models shall be small or whole-group up to twenty (20) students based upon the enrollment and the needs of the students.
 - (f) Based upon SBBC's focus, students in grades two (2), three (3), and four (4) shall be targeted as a priority for this program with students K-5 being considered based on academic need. VENDOR is able to provide this program to students in Middle and High School students who have been disconnected or hard to reach via distance learning.
 - (g) Students shall focus on Reading/ELA and Math instruction, but VENDOR is able to provide STEAM Enrichment into the sessions longer than two (2) hours as a way to further meet the academic needs of students in order to keep them focused and engaged.
 - (h) Students shall engage in live instruction via Google Hangout Meet for the virtual component of the program.
 - (i) VENDOR's instructors shall assign a daily independent, proactive assignment, specifically differentiated for each student.
 - (j) VENDOR's instructors shall provide feedback to private school officials and further differentiated instruction on independent activities as needed
2. Instructional Resources & Curriculum The curriculum used by VENDOR's instructors shall include, but not be limited to, the following:
 - (a) Math: Triumph Support Coach, CK12.org, Xtra Math, Coaching Digital, Boom Learning, Freckle Math & Khan Academy

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- (b) ELA/Reading: Triumph Support Coach, Readworks.org, Coach Digital Kids A-Z, Newsela, Boom Learning
 - (c) STEAM: Science Buddies, Girls Who Code, Steam Squad, Code Wizards & Left Brain, Craft, Brain
3. Platform for Delivery VENDOR shall work with private school administrators to schedule seventy-five (75) percent of instructional hours in-person, VENDOR shall utilize Seesaw at the LMS for the virtual component twenty-five (25) percent of this program.
- (a) Seesaw is accessible via app or website, making it available for students on any smartphone, computer, Kindle, iPad, or gaming system.
 - (b) Seesaw was chosen as the Learning Management System (LMS) as it keeps meticulous records of each child's learning in the form of a journal. Journals can be stored and delivered to parents and principals.
 - (c) Seesaw supplies an easily accessible platform for teachers and parents to communicate directly in a streamlined manner, eliminating the back and forth emailing.
 - (d) Students are easily engaged with features available on Seesaw, and parents are engaged in their child's education as well.
 - (e) Seesaw allows instructors to easily differentiate materials to align with student needs and allows students to complete independent work using a variety of tools, including voice recordings, drawings, uploaded documents, photos, and video recordings.
 - (f) Seesaw shall provide students the voice and choice to learn remotely while providing a single platform for parents and instructors to collaborate and engage together to improve the effectiveness of instruction.
4. Communication Timeline VENDOR shall begin immediately with SBBC (Title I) to plan and prepare for program launch and contact private school administrators participating with GEER to obtain student information. Below is a timeline of activities that shall be completed by VENDOR.
- (a) Pre-Instruction Program
 - 1) VENDOR shall consult with each private school principal and secure parent and classroom teacher contact information from each school site.
 - 2) VENDOR shall conduct a three (3) part virtual teacher professional development to continue adding to the expertise of their already trained staff.
 - 3) VENDOR shall contact private school parents to confirm enrollment.

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- 4) VENDOR shall organize students into instructional groups and assign teachers.
 - 5) VENDOR shall provide to private school parents a Video Release Form to complete and a schedule for their child.
- (b) Week 1
- 1) Instruction launches.
 - 2) VENDOR shall share schedules and access to classes and documents with SBBC (Title I).
 - 3) Instructors shall start weekly communications with private school parents and follow up as needed regarding student attendance and participation (ongoing).
 - 4) All communications shall be logged on a master log and shared upon SBBC (Title I) request
- (c) Week 2 and Thereafter – End of Instructional Program
- 1) VENDOR manager shall conduct observations of instructors (ongoing).
- (d) Final Week
- 1) Private school instructors shall complete and share progress reports with parents. VENDOR shall complete all progress reports and share them with private school principals and SBBC (Title I).
5. Learning Instructional Model. VENDOR’s instructional model for learning shall contain synchronous learning. VENDOR shall deliver instructor-led sessions in the following manner:
- (a) Schedules shall be set up for students based on consultation with SBBC (Title I) and private school administrator. Sessions shall include Reading/ELA and Math (STEAM Enrichment for sessions over two (2) hours)
 - (b) Instructors shall provide instruction in each content area to private school students enrolled in the GEER program. This live instruction shall follow the model shown below.
 - (c) Regular brain boosts and energizers shall be provided throughout the scheduled time each day in order to keep students focused and engaged.

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#1 Hook the Group	#2 I do, We do, You do	#3 Assignment Check & Review	#4 Present, Pause, Discuss (Repeat)	#5 Quick Assessment & Focused Instruction
Present a problem or challenge	Explain and model	Provide model, exemplar, or answer key for an assignment that kids completed at home.	Present information (3-5 minutes)	Use a quizzing tool (Google Forms run as a quiz, Socrative, or Kahoot!) to administer a quick assessment.
Ask students to work collaboratively (without your help) to discuss & solve	Run through an example or a couple of examples as a group.	Give students time to check, correct & discuss questions.	Encourage students to crowdsource their notes on a shared Google Document	Use the data to identify which questions students struggled with and work through those questions as a group.
As students discuss and attempt to problem-solve, observe their interactions to identify gaps or misconceptions	Assign students additional practice to do after a call and provide a space online (Google Classroom Stream, Mentimeter, open-ended question, or Shared Google Document) where they can post questions or request help if the student gets stuck.	Review as a group & provide a follow-up explanation.	Pause and give students 60 seconds to write down any quotations they have about the information.	Provide additional instructions and scaffolds as needed.
Debrief as a small group.		Build with additional instruction.	Allow kids to ask their questions and discuss the answers as a group.	
Follow up with instruction and/or modeling			Repeat.	

Source for Chart: <https://catlintucker.com/2020/03/3-ways-to-use-video-conferencing/>

6. Documentation Protocol. VENDOR shall provide to SBBC (Title I) evidence of attendance, communication, and feedback. In addition to the standard attendance form, VENDOR can provide supplemental evidence via sharing on Google Drive or any preferred platform of SBBC (Title I) choice as follows:
 - (a) Recordings from Google Hangout Meets.
 - (b) Emails to private school parents with a lesson plan and Hangout Meets recordings.
 - (c) Google Classroom assignment stamp with the date and time of opening.
 - (d) Seesaw assignment stamp with date and time of completion.
 - (e) Evidence from other platforms of the private school’s choosing.

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- (f) Communication log records outlining the instructor's communication and feedback provided to private school principals and parents.
- (g) Evidence of data collection and assignment completion via curriculum platforms.

At the conclusion of the GEER Program, VENDOR shall collect all digital data and print all necessary documentation for private school student folders and organize accordingly. Student documentation shall be distributed to each private school using usual methods at the conclusion of the program.

7. Attendance Tracking Protocol.

- (a) Attendance shall be entered daily and tracked on the current attendance document – via Google.
- (b) Attendance files shall be exported and shared electronically with SBBC (Title I) as supporting documentation upon submission of invoice for instructional services that includes a separate administrative cost at the end of the instructional services.

8. Additional Program Offerings. Upon request by SBBC (Title I), VENDOR may offer additional components to this program if requested and approved by SBBC (Title I) to fulfill the CARES Act and ESSER Professional Development services for private school instructors. .

- (a) VENDOR has several professional development workshops for classroom instructors surrounding the distance learning model. These workshops can be facilitated virtually or in-person. Below is a sampling of professional development workshops that can be offered by VENDOR. Each workshop can be customized to best fit the needs of instructors enrolled in the workshops.
 - 1) Assessing Students Remotely Using Data Tools & Strategies
 - 2) Instructional Strategies: Differentiated Instruction in the Remote Environment
 - 3) Addressing the Social-Emotional Needs of Students Remotely: Tools & Strategies
 - 4) Classroom Management: Engaging Tools & Strategies for Remote Learning
 - 5) Meeting the Needs of Students with Special Needs in the Virtual Environment
 - 6) Supporting and Engaging Families Remotely