

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – June 30, 2020

DEPARTMENT/SCHOOL INITIATED AGREEMENT

SSA # 16-344-WH-A2: HMH Reading Counts

<input type="checkbox"/> (BW) Bids Waived	<input type="checkbox"/> (CA) Consultant Agreement	<input checked="" type="checkbox"/> (A) Agreement
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REQUESTOR: Elementary Programs

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: Amendment

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Houghton Mifflin Harcourt Publishing Company	\$50,000.00 annual subscription Additional site based per license fees	District wide unlimited web hosting services, per-server plan
Total	Variable	

<input checked="" type="checkbox"/> Contract Renewal	New Contract Amount	Variable
<input checked="" type="checkbox"/> Contract Amendment	Previous Contract Amount	\$50,000.00
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION:

The District wide plan price will not change through the 2023-2024 school year. Additional license fees may be needed periodically for products not included in the plan.

DISCUSSION:

This is a renewal of the District Wide Web Hosting agreement to provide access to HMH products such as Reading Counts, Scholastic Reading Inventory, READ 180 and MATH 180, Scholastic Math Inventory at the same cost to the District.

The standard amendment template has been used, which does not require legal review.

CONTRACT TERM:

The contract term shall renew July 1, 2020 and continue until June 30, 2021 with the option to renew for three (3) additional one (1) year periods.

RECOMMENDATION:

It is the recommendation of Jane Cline, Assistant Superintendent of Elementary Learning and Learning and Tara Harris, Director of Elementary Programs to approve the attached amendment with Houghton Mifflin Harcourt Publishing Company.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012(11)(b)



Agreement #: 16-344-WH
Approval Date: _____

**AMENDMENT 2
TO AGREEMENT BETWEEN
THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
AND
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY
FOR
WEB HOSTING SERVICES
SALES AND SERVICES AGREEMENT 16-344-WH**

THIS AMENDMENT (hereinafter referred to as “Amendment”) to the agreement identified above (referred to as the “Agreement”) by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as “BPS”) and **Houghton Mifflin Harcourt Publishing Company**, whose business address is 125 High Street, Boston MA, 02110, (hereinafter referred to as “Contractor”), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the scope of services through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Both parties wish to extend the agreement term as allowed in Section **3. Term** of the original agreement. The extended term shall be July 1, 2020 through June 30, 2021 with the option to renew for three (3) additional one (1) year periods. Renewal shall be agreed upon in writing by both parties prior to effect.
2. There will be no price change on the current \$50,000.00 unlimited transition to subscription price until the end of the 2023-2024 school year for all R180U, S44NG, M180, iRead, Reading Inventory, Math Inventory and Phonics Inventory perpetual licenses that transitioned to subscription in 2020. The \$50,000 BPS transition to subscription plan does not support R180 Enterprise, R180 Next Generation, and/or System44 Enterprise perpetual licenses.

3. Additional subscription licenses may be purchased by BPS on an as needed basis for the following per license fees:

- a. R180U and S44NG \$199.00
- b. Math180 \$159.00
- c. iRead \$24.00
- d. Reading Inventory \$5.50
- e. Math Inventory \$5.50
- f. Phonics Inventory \$5.50
- g. Reading Counts \$4.00

In the event a change is made to the additional license fee, Contractor must notify BPS ninety (90) days prior to the adjustment.

4. Add the following clause to the agreement:

- a. **E-Verify.** Under Executive Order 11-116, and Section 448.095, Fla. Stat., effective July 1, 2020, Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

5. The above recitals are true and correct and are hereby incorporated by reference.

6. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

