



## North East Florida Educational Consortium

3841 Reid Street • Palatka, Florida 32177

Telephone: (386) 329-3800

Fax: (386) 329-2547

[www.nefec.org](http://www.nefec.org)

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### Board of Directors:

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Carlton Faulk  
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Dr. James A. Surrency  
**Executive Director**

May 8, 2015

Mr. Jacob Oliva, Superintendent  
Flagler County District Schools  
P.O. Box 755  
Bunnell, Florida 32131-0755

Dear Mr. Oliva:

Enclosed are two copies of the Contract and Contract Attachments as listed below for 2015-2016, along with one signature page listing the programs and associated costs. It has been signed by the Putnam County Superintendent and School Board Chairperson as well as myself. Both copies need to be signed by you and your School Board Chairperson. Please send one signed copy back to NEFEC.

If you have any questions, please call. We are pleased to provide these services to your district and, as always, appreciate your support.

Sincerely,

Dr. James A. Surrency  
Executive Director

Enclosures: Resolution  
Main Contract: #731-16-023  
Attachments: #16-023-A1 - Instructional Services Program  
#16-023-A3 Testing  
#16-022-A6 Educational Technology Services  
#16-023-A45 Document Archiving

**Service ~ Vision ~ Dedication ~ Excellence ~ Professionalism**

**An Equal Opportunity Employer**

**North East Florida Educational Consortium  
2015-2016 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Flagler County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

**Flagler County District Schools** is participating in the following programs for 2015-2016:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-16-023	\$31,050.00
Instructional Services - #16-023-A1	\$5.00 per FTE = \$62,100.00
Testing - #16-023-A3	2015-2016 fees contingent upon prices for testing materials (\$10.50- \$27.00 per student)
Educational Technology Services - #16-023-A6	\$15,000.00 base + \$38.00 per FTE = \$503,701.00 Skyward Annual License Fee = \$133,318.00
Document Archiving - #16-023-A45	\$791.47

**IN WITNESS WHEREOF**, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_, day of \_\_\_\_\_, 2015.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Flagler County

District School Board of Putnam County


\_\_\_\_\_  
by Jacob Oliva, Superintendent

  
by Phyllis L. Criswell, Superintendent

Dated: \_\_\_\_\_

Dated: 5/5/15

\_\_\_\_\_  
by Colleen Conklin, Chairperson

  
by Kathy Jorgensen, Chairperson  
DAVID BUCKLES, VICE CHAIR

Dated: \_\_\_\_\_

Dated: 5/5/15

North East Florida Educational Consortium

  
by Dr. James A. Surrency, Executive Director

Dated: 5/5/15

## **RESOLUTION**

**A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.**

**WHEREAS**, the District School Board of Flagler County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Flagler County and for the best interest of the educational system and the school children in meeting the school districts needs, and

**WHEREAS**, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

**WHEREAS**, the school boards of applying counties accepted by the boards including Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, agree to participate and are approved as a member by the Board of Directors, hereinafter called the Cooperating Boards, have expressed a desire to enter into a Consortium under which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, IN A REGULAR SESSION ON \_\_\_\_\_ 2015, AT THE FLAGLER COUNTY SCHOOL ADMINISTRATION BUILDING, \_\_\_\_\_, FLORIDA, AS FOLLOWS:

**SECTION 1.** That the District School Board of Flagler County, Florida, does hereby determine that it is in the best interest of the taxpayers and students of Flagler County to cooperate with other counties in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
  - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
  - TIF SEEC: *no cost / grant funded*
  - FDLRS Statewide Administration Project
  - Institute for Small and Rural Districts: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
  - Opportunity to participate in any grant written in FY 15-16: *pursuant to eligibility requirements.*
  - Master Inservice Plan Development, including endorsement and add-on certification.
  - Leadership Plan Development
  - Alternative Certification Plan
  - Teacher and principal evaluation technical assistance
  - Textbook adoption for core areas
  - Professional Development System Evaluation Protocol technical assistance
  - grant writing support
  - NOEL initiatives
  - technical and implementation assistance for legislative mandates
  - College and Career Readiness Initiative
  - Principal Leadership Academy: *per participant fee*
  - Aspiring Leaders Program: *per participant fee*
  - E-Learning professional development: *per participant fee – discounted rate*

- Florida Standards professional development
- BODLDP (Board of Directors Leadership Development Program)
- (c) Digital Classroom Plan technical assistance: *no cost/supported via NEFEC*
- (d) Student Testing: *contracted services*
- (e) Risk Management: *contracted services*
- (f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
- (g) Printing Services: *discounted printing services*
- (h) Educational Technology Services: *contracted services*  
(student information, human resources, finance)
- (i) Human Resources Management Network: *partially supported by NEFEC/contracted services*
- (j) Public Relations/Web Services: *no cost / supported via NEFEC*
- (k) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (l) Building Code Program: *contracted services*
- (m) Instructional Technology: *contracted services*
- (n) Virtual Instruction Program: *contracted services*
- (o) Employees' Health Benefit Program: *contracted services*
- (p) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each county shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

**SECTION 2.** That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

**SECTION 3.** That the District School Board of Flagler County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the Educational Consortium will be governed by the Board policies of the host school district.

**SECTION 4.** That Educational Consortium business office and physical operation will be located in Putnam County, Florida.



**SECTION 5.** That Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by the Educational Consortium to the Cooperating Boards or other School Boards availing themselves of the services offered by the Educational Consortium; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating districts to evaluate services and/or programs provided.

**SECTION 6.** That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of the Educational Consortium is located.

**SECTION 7.** That each member county shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on October, 2014, FTE enrollment figures, for the general operation of the Consortium, and \$1,848.00 for the additional assessment of Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

**SECTION 8.** This resolution and the agreement set forth herein shall be in full force and effect for the 2015-2016 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

**SECTION 9.** That this agreement between the cooperating school boards of the Educational Consortium, as set forth in this resolution, will be in operation and effective from July 1, 2015, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium shall be binding from said date of July 1, 2015.

**SECTION 10.** The official name of the Educational Consortium is North East Florida Educational Consortium and has been in existence since July 1, 1976.

## **CONTRACTUAL AGREEMENT**

**731-16-023**

**The District School Board of Flagler County**

**AND**

**The District School Board of Putnam County on behalf of the  
North East Florida Educational Consortium**

**THIS CONTRACT** between the District School Board of Flagler County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the **CONSORTIUM**, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. This contract shall begin on July 1, 2015. All work shall be completed by June 30, 2016, unless otherwise indicated in specific attachments.
2. No payment will be invoiced or paid for any work performed after June 30, 2016, unless otherwise indicated in specific attachments.
3. The Consortium shall be in compliance with the following:
  - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). The Consortium shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
  - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
  - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless the Consortium has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall be subject to the Consortium's compliance with such provisions.

4. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify the Consortium by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 5.
5. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of the Board and will be turned over promptly by the Consortium. Any services(s) and/or product(s) reflected in the attachments to this contract may be canceled only by:
  - (a) mutual consent of both parties, or
  - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
6. Neither the Consortium nor any individual employed under this contract shall have any proprietary interest in the product.
7. Should the Consortium be unable to deliver as required in this contract, the Consortium may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an unforeseen circumstance, catastrophic in nature such as a hurricane or other similar circumstances. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.
8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified.
10. The Consortium shall provide to the Board written progress reports for each attachment to the contract as requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer



over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of the Consortium have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

- (a) To cooperate in all matters requiring concurrences or approval in order that the Consortium will not be unduly delayed in performing contractual obligations.
- (b) To designate in writing to the Consortium a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
- (c) To pay to the Consortium the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. The Consortium agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. In cases whereby the North East Florida Educational Consortium receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, the Consortium agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to the Consortium.

This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter

119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and the Consortium, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

#### **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

The Consortium shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if the Consortium had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall the Consortium's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that the Consortium would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which the Consortium would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. The Consortium warrants that any

works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium.

## **LEGAL RELATIONSHIPS**

The North East Florida Educational Consortium is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The District School Board of Flagler County has elected to contract with the Consortium as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of the Consortium for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

**ATTACHMENT #16-023-A1 TO CONTRACT # 731-16-023 BETWEEN THE FLAGLER COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2015 TO JUNE 30, 2016:**

**I. OBLIGATIONS OF THE CONTRACTOR:**

The North East Florida Educational Consortium Instructional Services Program agrees to provide the Flagler County District School Board for an assessed fee of five dollars (\$5.00) per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the North East Florida Educational Consortium Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as Florida Standards, performance appraisal systems, district reading requirements, staff development protocol, graduation requirements, and virtual instruction.
- C. To provide facilitation and coordination of the development of plans and policies required by both Florida Statutes and the Florida Department of Education. This includes the master inservice plan, professional development system, endorsement plans, leadership development plans, and performance appraisal plans.
- D. To provide regional grant writing and district grant support through template development. Grant writing assistance will include both state and federal proposals.
- E. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include Reading, Principal Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- F. To provide access to educational resources through the NEFEC website, adobe connect and program advisory councils.
- G. To facilitate the implementation of a regional alternative certification plan, to include orientation of district support teams and the facilitation of the state approved online components.
- H. To facilitate a College and Career Readiness Network to address needs identified by member districts.
- I. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- J. To provide online professional development at a reduced rate.
- K. To coordinate and provide regional face to face professional development when appropriate.

**II. OBLIGATIONS OF THE BOARD:**

The Flagler County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- B. The Board designates \_\_\_\_\_, a staff member of the Flagler County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to the Contractor \$62,100.00 which represents five dollars (\$5.00) per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2016.

**ATTACHMENT #16-023-A3 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE TESTING SERVICES FOR THE JULY 1, 2015, TO JUNE 30, 2016, SCHOOL YEAR.**

**I. OBLIGATIONS OF THE CONTRACTOR:**

The North East Florida Educational Consortium agrees to provide Testing Program Services as follows:

- A. Provide Stanford Achievement Test Tenth Series Student Test Booklets and Directions for Administering - 1 per 15 students.
- B. Provide scanning, scoring and reports for the Stanford Achievement Test, including the following:
  - Pre-gridded labels
  - Student Report w/Clusters – 2 copies by class
  - Group Report w/Clusters – 2 copies by class/school/district
  - Master List of Test Results – 1 copy by class
  - Master List Summary – 1 copy by class/school/district
  - Record Label – 1 copy alpha by class
  - Student Data CD
- C. Serve as a liaison between the Board and all agents, institutions, and companies involved in the testing program.
- D. Provide consultant services on a multi-district basis.
- E. Maintain test security in the packaging, delivery, distribution and pick-up of test materials

**II. OBLIGATIONS OF THE BOARD:**

- A. Cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. Designate \_\_\_\_\_, a staff member of Flagler County District Schools, to act on behalf of the Board in all matters relating to the execution of this contract and to accept and approve all invoices. Receipt of the student test reports by the District Contact will constitute the final report.

- C. Pay to the Contractor per student tested in **any** of the following options:
- ☐ **Option 1 – SAT-10 Local Test, Scan, Score and Report**  
Grades Kindergarten through Third  
Complete Battery – Math & Reading  
Mathematics Problem-Solving and Reading Comprehension  
**\$22/student**
  - ☐ **Option 1a** Includes Test listed above plus book 2  
Grades Kindergarten through Third  
(Spelling, Listening, Environment & Language)  
**\$27/student**
  - ☐ **Option 2 SAT-10 Local Test, Scan, Score and Report**  
Grades Fourth through Eighth  
Complete Battery – Math & Reading  
Mathematics Problem-Solving and Reading Comprehension  
**\$12.50/student**
  - ☐ **Option 3 SAT-10 Local Test, Scan, Score and Report**  
Grade Three Summer Retakes  
Reading Only – Form H  
**\$10.50/student/district scored OR \$12.50/NEFEC scanned**
- D. Payments will be made in two installments: One-half of the total will be due upon proper invoice based on enrollment figures provided by the District Contact person. The remaining balance will be due upon proper receipt of the scoring reports and will be based on the actual number of students tested.
- E. Upon acceptance of materials, establish and maintain safeguard measures, ensure test security.
- F. Any non-disposable materials either not returned or returned in a condition deemed unusable, will be charged to the district, at cost, on a per document basis.

This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.



**ATTACHMENT #16-023-A6 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, FOR THE MAINTENANCE AND SUPPORT OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).**

This ENTERPRISE RESOURCE SOFTWARE AGREEMENT is entered into, by and between Contractor and the Board, to provide hosting services, technical support and training for the Skyward Enterprise Resource Software. This Contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Contractor hereby agrees:

- A. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Student enterprise resource software system.
- B. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- C. To provide Tier 1 technical support and training for the Skyward enterprise resource software system.
- D. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district.
- E. To provide disaster recovery measures which include:
  - 1. Active replication of district's data files from host to off-site Disaster Recovery site
  - 2. Daily, weekly and monthly backups
  - 3. Failover to redundant telecommunication link in the event primary circuit fails, and
  - 4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- F. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- G. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- H. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- I. To provide professional technical staff as approved by the Advisory Council.
- J. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- K. To plan for and provide system support software to meet the needs of the member districts.
- L. To provide technical support to the district MIS Departments.

- M. To provide a User Help Desk Service.
- N. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

## **II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. To pay the following annual district assessments:
  - 1. Educational Technology Services - The annual amount includes a \$15,000 base fee plus \$38.00 per FTE (FTE cost based on October 2014 enrollment figures of district's unweighted FTE plus Adult FTE) for a total of \$503,701.
  - 2. Skyward Annual License Fees for software maintenance totaling \$133,318:
    - a) \$121,253 – Business and Student
    - b) \$ 3,628 – Family Access
    - c) \$ 8,437 – RTI Module
  - 3. The Contractor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 30 days of receiving the invoice.
- C. To appoint a security officer to control access privileges to the Board's data.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

**ATTACHMENT #16-023-A45 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE DOCUMENT ARCHIVING SERVICES.**

This Contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Contractor hereby agrees:

- A. To plan, implement and evaluate all aspects of the Document Archiving Project including the following:
  - 1. Assess district needs and priorities relative to document archiving;
  - 2. Provide technical assistance and support as needed for document archive questions and initiatives and program planning;
  - 3. Provide secure access to the document archive for authorized district personnel.
  - 4. Provide backup and archiving services to protect district document integrity.
  - 5. Provide initial allocation of 20GB of storage space for document storage. Additional storage space provided at an annual cost of \$100 per additional 20GB used, to be assessed annually at renewal time.
  - 6. Coordinate needs assessments, surveys, and communications relative to the collaborative functions of the Document Archiving Committee;
  - 7. Coordinate workshops or training sessions for Document Archiving Committee members as needed;
  - 8. Other tasks as requested by a majority of the NEFEC Board of Directors or the Document Archiving Committee.

**II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To be a member of and participant in the North East Florida Educational Consortium Document Archive Project.
- B. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- C. To pay the annual district assessment of \$691.47 plus surcharge for any additional disk storage space used:
  - a. First 20GB storage space included in base assessment.
  - b. Additional disk space allocated: 20 GB.
  - c. Current surcharge for additional space: \$ 100.00,
  - d. Total Due: (Annual Fee) \$ 691.47 + (Surcharge) \$ 100.00 = \$ \$791.47,
  - e. Payment will be due within 30 days of receiving the invoice.
- D. To designate the District Document Archiving contact that will be participating in the NEFEC Document Archiving Committee: \_\_\_\_\_
- E. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

**North East Florida Educational Consortium  
2015-2016 Membership**

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Flagler County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

**Flagler County District Schools** is participating in the following programs for 2015-2016:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-16-023	\$31,050.00
Instructional Services - #16-023-A1	\$5.00 per FTE = \$62,100.00
Testing - #16-023-A3	2015-2016 fees contingent upon prices for testing materials (\$10.50- \$27.00 per student)
Educational Technology Services - #16-023-A6	\$15,000.00 base + \$38.00 per FTE = \$503,701.00 Skyward Annual License Fee = \$133,318.00
Document Archiving - #16-023-A45	\$791.47

**IN WITNESS WHEREOF**, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_, day of \_\_\_\_\_, 2015.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Flagler County

District School Board of Putnam County

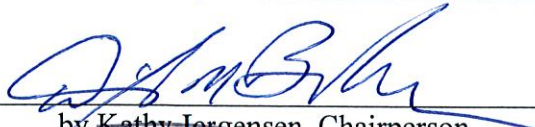
\_\_\_\_\_  
by Jacob Oliva, Superintendent

  
by Phyllis L. Criswell, Superintendent

Dated: \_\_\_\_\_

Dated: 5/5/15

\_\_\_\_\_  
by Colleen Conklin, Chairperson

  
by Kathy Jorgensen, Chairperson  
DAVID BUCKLES, VICE CHAIR

Dated: \_\_\_\_\_

Dated: 5/5/15

North East Florida Educational Consortium

  
by Dr. James A. Surrency, Executive Director

Dated: 5/5/15

## **RESOLUTION**

**A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.**

**WHEREAS**, the District School Board of Flagler County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Flagler County and for the best interest of the educational system and the school children in meeting the school districts needs, and

**WHEREAS**, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

**WHEREAS**, the school boards of applying counties accepted by the boards including Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, agree to participate and are approved as a member by the Board of Directors, hereinafter called the Cooperating Boards, have expressed a desire to enter into a Consortium under which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, FLORIDA, IN A REGULAR SESSION ON \_\_\_\_\_ 2015, AT THE FLAGLER COUNTY SCHOOL ADMINISTRATION BUILDING, \_\_\_\_\_, FLORIDA, AS FOLLOWS:

**SECTION 1.** That the District School Board of Flagler County, Florida, does hereby determine that it is in the best interest of the taxpayers and students of Flagler County to cooperate with other counties in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): *pursuant to eligibility*
  - FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
  - TIF SEEC: *no cost / grant funded*
  - FDLRS Statewide Administration Project
  - Institute for Small and Rural Districts: *no cost / grant funded*
- (b) Instructional Services Program: *contracted services*
  - Opportunity to participate in any grant written in FY 15-16: *pursuant to eligibility requirements.*
  - Master Inservice Plan Development, including endorsement and add-on certification.
  - Leadership Plan Development
  - Alternative Certification Plan
  - Teacher and principal evaluation technical assistance
  - Textbook adoption for core areas
  - Professional Development System Evaluation Protocol technical assistance
  - grant writing support
  - NOEL initiatives
  - technical and implementation assistance for legislative mandates
  - College and Career Readiness Initiative
  - Principal Leadership Academy: *per participant fee*
  - Aspiring Leaders Program: *per participant fee*
  - E-Learning professional development: *per participant fee – discounted rate*



- Florida Standards professional development
- BODLDP (Board of Directors Leadership Development Program)
- (c) Digital Classroom Plan technical assistance: *no cost/supported via NEFEC*
- (d) Student Testing: *contracted services*
- (e) Risk Management: *contracted services*
- (f) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)*
- (g) Printing Services: *discounted printing services*
- (h) Educational Technology Services: *contracted services*  
(student information, human resources, finance)
- (i) Human Resources Management Network: *partially supported by NEFEC/contracted services*
- (j) Public Relations/Web Services: *no cost / supported via NEFEC*
- (k) Legislative Network Services: *partially supported by NEFEC funding/membership fee*
- (l) Building Code Program: *contracted services*
- (m) Instructional Technology: *contracted services*
- (n) Virtual Instruction Program: *contracted services*
- (o) Employees' Health Benefit Program: *contracted services*
- (p) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each county shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

**SECTION 2.** That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

**SECTION 3.** That the District School Board of Flagler County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the Educational Consortium will be governed by the Board policies of the host school district.

**SECTION 4.** That Educational Consortium business office and physical operation will be located in Putnam County, Florida.

**SECTION 5.** That Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by the Educational Consortium to the Cooperating Boards or other School Boards availing themselves of the services offered by the Educational Consortium; set policies; recommend the establishment of positions and individuals for appointment to the district of record; and establish a uniform method for participating districts to evaluate services and/or programs provided.

**SECTION 6.** That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of the Educational Consortium is located.

**SECTION 7.** That each member county shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on October, 2014, FTE enrollment figures, for the general operation of the Consortium, and \$1,848.00 for the additional assessment of Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

**SECTION 8.** This resolution and the agreement set forth herein shall be in full force and effect for the 2015-2016 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

**SECTION 9.** That this agreement between the cooperating school boards of the Educational Consortium, as set forth in this resolution, will be in operation and effective from July 1, 2015, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium shall be binding from said date of July 1, 2015.

**SECTION 10.** The official name of the Educational Consortium is North East Florida Educational Consortium and has been in existence since July 1, 1976.

## **CONTRACTUAL AGREEMENT**

**731-16-023**

**The District School Board of Flagler County**

**AND**

**The District School Board of Putnam County on behalf of the  
North East Florida Educational Consortium**

**THIS CONTRACT** between the District School Board of Flagler County, herein referred to as the **BOARD**, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the **CONSORTIUM**, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

1. This contract shall begin on July 1, 2015. All work shall be completed by June 30, 2016, unless otherwise indicated in specific attachments.
2. No payment will be invoiced or paid for any work performed after June 30, 2016, unless otherwise indicated in specific attachments.
3. The Consortium shall be in compliance with the following:
  - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). The Consortium shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
  - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
  - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless the Consortium has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall be subject to the Consortium's compliance with such provisions.

4. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify the Consortium by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 5.
5. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of the Board and will be turned over promptly by the Consortium. Any services(s) and/or product(s) reflected in the attachments to this contract may be canceled only by:
  - (a) mutual consent of both parties, or
  - (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.
6. Neither the Consortium nor any individual employed under this contract shall have any proprietary interest in the product.
7. Should the Consortium be unable to deliver as required in this contract, the Consortium may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an unforeseen circumstance, catastrophic in nature such as a hurricane or other similar circumstances. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.
8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified.
10. The Consortium shall provide to the Board written progress reports for each attachment to the contract as requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer

over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of the Consortium have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

- (a) To cooperate in all matters requiring concurrences or approval in order that the Consortium will not be unduly delayed in performing contractual obligations.
- (b) To designate in writing to the Consortium a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
- (c) To pay to the Consortium the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statute. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

12. The Consortium agrees to provide the products(s) and/or services(s) as per each attachment to this contract.

13. In cases whereby the North East Florida Educational Consortium receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, the Consortium agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to the Consortium.

This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter

119, Florida Statutes, and made or received by such party in conjunction with this contract.

- (2) An authorized representative of the agency head and the Consortium, prior to the rendering of any contractual service, shall sign the written contract.

287.0582 - The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

#### **LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:**

The Consortium shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if the Consortium had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall the Consortium's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that the Consortium would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which the Consortium would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that this agreement includes a release of all known and unknown claims. The Consortium warrants that any



works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium.

## **LEGAL RELATIONSHIPS**

The North East Florida Educational Consortium is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The District School Board of Flagler County has elected to contract with the Consortium as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of the Consortium for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

**ATTACHMENT #16-023-A1 TO CONTRACT # 731-16-023 BETWEEN THE FLAGLER COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2015 TO JUNE 30, 2016:**

**I. OBLIGATIONS OF THE CONTRACTOR:**

The North East Florida Educational Consortium Instructional Services Program agrees to provide the Flagler County District School Board for an assessed fee of five dollars (\$5.00) per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the North East Florida Educational Consortium Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as Florida Standards, performance appraisal systems, district reading requirements, staff development protocol, graduation requirements, and virtual instruction.
- C. To provide facilitation and coordination of the development of plans and policies required by both Florida Statutes and the Florida Department of Education. This includes the master inservice plan, professional development system, endorsement plans, leadership development plans, and performance appraisal plans.
- D. To provide regional grant writing and district grant support through template development. Grant writing assistance will include both state and federal proposals.
- E. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include Reading, Principal Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- F. To provide access to educational resources through the NEFEC website, adobe connect and program advisory councils.
- G. To facilitate the implementation of a regional alternative certification plan, to include orientation of district support teams and the facilitation of the state approved online components.
- H. To facilitate a College and Career Readiness Network to address needs identified by member districts.
- I. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- J. To provide online professional development at a reduced rate.
- K. To coordinate and provide regional face to face professional development when appropriate.

**II. OBLIGATIONS OF THE BOARD:**

The Flagler County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- B. The Board designates \_\_\_\_\_, a staff member of the Flagler County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to the Contractor \$62,100.00 which represents five dollars (\$5.00) per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2016.

**ATTACHMENT #16-023-A3 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE TESTING SERVICES FOR THE JULY 1, 2015, TO JUNE 30, 2016, SCHOOL YEAR.**

**I. OBLIGATIONS OF THE CONTRACTOR:**

The North East Florida Educational Consortium agrees to provide Testing Program Services as follows:

- A. Provide Stanford Achievement Test Tenth Series Student Test Booklets and Directions for Administering - 1 per 15 students.
- B. Provide scanning, scoring and reports for the Stanford Achievement Test, including the following:
  - Pre-gridded labels
  - Student Report w/Clusters – 2 copies by class
  - Group Report w/Clusters – 2 copies by class/school/district
  - Master List of Test Results – 1 copy by class
  - Master List Summary – 1 copy by class/school/district
  - Record Label – 1 copy alpha by class
  - Student Data CD
- C. Serve as a liaison between the Board and all agents, institutions, and companies involved in the testing program.
- D. Provide consultant services on a multi-district basis.
- E. Maintain test security in the packaging, delivery, distribution and pick-up of test materials

**II. OBLIGATIONS OF THE BOARD:**

- A. Cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. Designate \_\_\_\_\_, a staff member of Flagler County District Schools, to act on behalf of the Board in all matters relating to the execution of this contract and to accept and approve all invoices. Receipt of the student test reports by the District Contact will constitute the final report.

- C. Pay to the Contractor per student tested in **any** of the following options:
- ☐ **Option 1 – SAT-10 Local Test, Scan, Score and Report**  
Grades Kindergarten through Third  
Complete Battery – Math & Reading  
Mathematics Problem-Solving and Reading Comprehension  
**\$22/student**
  - ☐ **Option 1a** Includes Test listed above plus book 2  
Grades Kindergarten through Third  
(Spelling, Listening, Environment & Language)  
**\$27/student**
  - ☐ **Option 2 SAT-10 Local Test, Scan, Score and Report**  
Grades Fourth through Eighth  
Complete Battery – Math & Reading  
Mathematics Problem-Solving and Reading Comprehension  
**\$12.50/student**
  - ☐ **Option 3 SAT-10 Local Test, Scan, Score and Report**  
Grade Three Summer Retakes  
Reading Only – Form H  
**\$10.50/student/district scored OR \$12.50/NEFEC scanned**
- D. Payments will be made in two installments: One-half of the total will be due upon proper invoice based on enrollment figures provided by the District Contact person. The remaining balance will be due upon proper receipt of the scoring reports and will be based on the actual number of students tested.
- E. Upon acceptance of materials, establish and maintain safeguard measures, ensure test security.
- F. Any non-disposable materials either not returned or returned in a condition deemed unusable, will be charged to the district, at cost, on a per document basis.

This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

**ATTACHMENT #16-023-A6 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, FOR THE MAINTENANCE AND SUPPORT OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).**

This ENTERPRISE RESOURCE SOFTWARE AGREEMENT is entered into, by and between Contractor and the Board, to provide hosting services, technical support and training for the Skyward Enterprise Resource Software. This Contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Contractor hereby agrees:

- A. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Student enterprise resource software system.
- B. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
- C. To provide Tier 1 technical support and training for the Skyward enterprise resource software system.
- D. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district.
- E. To provide disaster recovery measures which include:
  1. Active replication of district's data files from host to off-site Disaster Recovery site
  2. Daily, weekly and monthly backups
  3. Failover to redundant telecommunication link in the event primary circuit fails, and
  4. Conducting an annual test of Disaster Recovery procedure to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
- F. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
- G. To conduct quarterly planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
- H. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
- I. To provide professional technical staff as approved by the Advisory Council.
- J. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
- K. To plan for and provide system support software to meet the needs of the member districts.
- L. To provide technical support to the district MIS Departments.

- M. To provide a User Help Desk Service.
- N. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

## **II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. To pay the following annual district assessments:
  - 1. Educational Technology Services - The annual amount includes a \$15,000 base fee plus \$38.00 per FTE (FTE cost based on October 2014 enrollment figures of district's unweighted FTE plus Adult FTE) for a total of \$503,701.
  - 2. Skyward Annual License Fees for software maintenance totaling \$133,318:
    - a) \$121,253 – Business and Student
    - b) \$ 3,628 – Family Access
    - c) \$ 8,437 – RTI Module
  - 3. The Contractor will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 30 days of receiving the invoice.
- C. To appoint a security officer to control access privileges to the Board's data.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

**ATTACHMENT #16-023-A45 TO CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE DOCUMENT ARCHIVING SERVICES.**

This Contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF THE CONTRACTOR:**

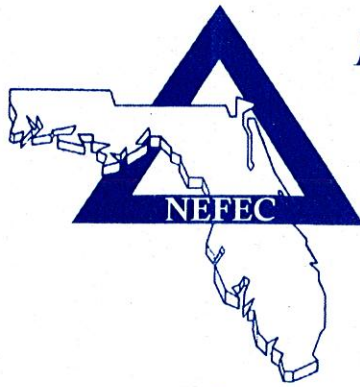
The Contractor hereby agrees:

- A. To plan, implement and evaluate all aspects of the Document Archiving Project including the following:
  - 1. Assess district needs and priorities relative to document archiving;
  - 2. Provide technical assistance and support as needed for document archive questions and initiatives and program planning;
  - 3. Provide secure access to the document archive for authorized district personnel.
  - 4. Provide backup and archiving services to protect district document integrity.
  - 5. Provide initial allocation of 20GB of storage space for document storage. Additional storage space provided at an annual cost of \$100 per additional 20GB used, to be assessed annually at renewal time.
  - 6. Coordinate needs assessments, surveys, and communications relative to the collaborative functions of the Document Archiving Committee;
  - 7. Coordinate workshops or training sessions for Document Archiving Committee members as needed;
  - 8. Other tasks as requested by a majority of the NEFEC Board of Directors or the Document Archiving Committee.

**II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To be a member of and participant in the North East Florida Educational Consortium Document Archive Project.
- B. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- C. To pay the annual district assessment of \$691.47 plus surcharge for any additional disk storage space used:
  - a. First 20GB storage space included in base assessment.
  - b. Additional disk space allocated: 20 GB.
  - c. Current surcharge for additional space: \$ 100.00,
  - d. Total Due: (Annual Fee) \$ 691.47 + (Surcharge) \$ 100.00 = \$ \$791.47,
  - e. Payment will be due within 30 days of receiving the invoice.
- D. To designate the District Document Archiving contact that will be participating in the NEFEC Document Archiving Committee: \_\_\_\_\_
- E. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.



## ***North East Florida Educational Consortium***

3841 Reid Street • Palatka, Florida 32177

Telephone: (386) 329-3800

Fax: (386) 329-2547

**www.nefec.org**

### **Board of Directors:**

Sherrie Raulerson  
***Baker***

Harold C. Farnsworth, III  
***Bradford***

Terry Huddleston  
***Columbia***

Mark A. Rains  
***Dixie***

Jacob Oliva  
***Flagler***

Dr. Jeanne Prickett  
***FSDB***

Robert G. Rankin  
***Gilchrist***

Thomas P. Moffses, Jr.  
***Hamilton***

Robert Edwards  
***Lafayette***

Robert O. Hastings  
***Levy***

Dr. John L. Ruis  
***Nassau***

Dr. Lynda Fender Hayes  
***P.K. Yonge***

Phyllis L. Criswell  
***Putnam***

Jerry A. Scarborough  
***Suwannee***

Carlton Faulk  
***Union***

Dr. James A. Surrency  
***Executive Director***

### **MEMORANDUM**

**DATE:** June 4, 2015

**TO:** April Dixon, Risk Manager  
Flagler County Schools

**FROM:** *bx* Steve Henderson, Director of Risk Management  
North East Florida Educational Consortium

**RE:** Contract Attachment #16-023-A10 to Contract 731-16-023

Please find enclosed the above referenced contract attachment and the assessment schedule for 2015-2016. This contract attachment has been approved and signed by the Putnam County School Board and the North East Florida Educational Consortium. Please submit this to your school board for approval and signature at your earliest convenience.

Please return to NEFEC two originally signed contract attachments and retain one for your records.

Thank you for your consideration in this matter.

xc: Jacob Oliva, Superintendent  
Flagler County Schools

Attachment



**ATTACHMENT #16-023-A10 TO CONTRACT 731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY, HEREIN REFERRED TO AS THE DISTRICT, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE RISK MANAGEMENT SERVICES.**

**This Contract period shall be from July 1, 2015, to June 30, 2016, unless otherwise amended/extended by mutual agreement.**

**I. OBLIGATIONS OF THE CONTRACTOR:**

The North East Florida Educational Consortium agrees to provide Risk Management Services as follows:

- A. To employ a Risk Manager and appropriate staff to administer the RISK MANAGEMENT PROGRAM in accordance with the policies and procedures adopted by the NEFEC BOARD OF DIRECTORS (BOARD).
- B. To provide general administration of Risk Management activities, consultant services, staff assistance, inspections and investigations as appropriate, reporting and data analysis.
- C. To provide protection against losses incurred by the BOARD as per the Consortium program of insurance.
- D. To provide claims services by contract through an Administrative Services Organization to include the investigation and resolution of claims, both casualty and property, loss prevention services, collecting and analyzing experience data and distributing periodic reports of claims activities. The Administrative Service Organization shall be fully authorized in the State of Florida to serve self- insurers for workers' compensation under the provisions of Rule 5.06, Florida Administrative Code.
- E. To provide evaluation of results achieved through an annual analysis report to the BOARD. This report will be prepared by the RISK MANAGER working cooperatively with the FISCAL AGENT, Administrative Service Organization and Advisory Committee.
- F. To work cooperatively with a Risk Management Advisory Committee composed of one representative, appointed by the superintendent, from each participating district.
- G. To advise the Risk Management Advisory Committee members of the risks that are in the province of the Risk Management Program.
- H. To provide the administration, staff and personnel of participating school districts a convenient reference on questions of insurance, loss prevention, claims and risks.

- I. To provide each participating district with a Risk Management Program Manual, a Claims Processing Manual and a Loss Prevention/Safety Manual.
- J. To assist participating school districts with the annual establishment of property values, payroll and personnel accounts, physical facilities, exposures and other pertinent data required to be adequately protected under the Risk Management Program.

## II. OBLIGATIONS OF THE DISTRICT SCHOOL BOARD:

The Flagler County District School Board (DISTRICT) agrees to the following:

- A. To be a member of and participate in the North East Florida Educational Consortium Risk Management Program.
- B. To cooperate expeditiously in all matters requiring concurrence or approval in order that the CONTRACTOR will not be unduly delayed in performing contractual obligations.
- C. To designate Ms. April Dixon, a staff member of the Flagler County District School Board, to act on behalf of the DISTRICT in all matters relating to this contract attachment and to approve all reports and payments.
- D. To pay a prorated share of the Risk Management Program cost in accordance with the approved assessment schedule, which is attached to, and becomes a part of the contract attachment.
- E. To pay to the Contractor the amount indicated in each attachment for product(s) and/or service(s) reflected therein. All invoices are due in thirty (30) days from the date of the invoice. After thirty-one (31) days a penalty will commence and be computed at the current SBA daily interest rate plus 2%. Interest will be assessed for ninety (90) days, at which time services will be discontinued unless brought to the NEFEC Board's attention for further action.
- F. Membership in the Risk Management Program shall be on an annual option renewal. In the event of withdrawal from the Risk Management Program, the DISTRICT shall provide a sixty (60) day written notice of intent to withdraw and shall subsequently withdraw on the anniversary date of the program. If written notice to withdraw is not provided to the Risk Management Program sixty (60) days prior to the anniversary date, then DISTRICT shall renew their participation in the Risk Management Program on the anniversary date. Any district withdrawing from the Risk Management Program shall forfeit all rights to interest earnings, surplus funds and all other assets.
  - (1) If a district withdraws from the Risk Management Program, the length of time required for consideration for readmission would be a minimum of two (2) full program years. If a district should leave the program prior to the end of a program year, they will remain out of the program two (2) full program years plus the balance of the current program year.

(2) If a district withdraws from the Risk Management Program, there shall not be a refund from the earned interest or the loss fund from the effective date of the withdrawal from the Risk Management Program. Any district that withdraws from the Risk Management Program shall continue to be responsible for any assessments for unfunded claim fund losses that may occur and shall be assessed their appropriate percentage of the unfunded claim fund losses.

- G. To agree that the decisions, policies and procedures adopted by the BOARD shall be binding. Any limitations on coverage or policy limits, of any insurance coverage, adopted by the BOARD shall be binding.
- H. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement. This contractual attachment has been modified from the master contractual language for the purpose of the Risk Management Program
- I. The implementation date for coverage under the Risk Management Program was July 1, 1982, with anniversary dates of July 1 of each year thereafter.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 7<sup>th</sup>, day of July, 2015.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Flagler County

Jacob Oliva  
by Jacob Oliva, Superintendent

Dated: 6/23/15

Colleen Conklin  
by Colleen Conklin, Chairperson

Dated: \_\_\_\_\_

District School Board of Putnam County

Phyllis L. Criswell  
by Phyllis L. Criswell, Superintendent

Dated: 6/2/15

Kathy Jorgensen  
by Kathy Jorgensen, Chairperson

Dated: 6/2/15

North East Florida Educational Consortium

Jim Surrency  
by Dr. James A. Surrency, Executive Director

Dated: 6/2/15

Assessment Schedule NEFEC Risk Management Program  
2015-2016

May-15

Total Due		35%	20%	20%	15%	10%
Payment Due		07/15/15	08/15/15	09/15/15	10/15/15	05/01/16
Baker	\$678,784.91	\$237,574.72	\$135,756.98	\$135,756.98	\$101,817.74	\$67,878.49
Bradford	\$533,703.32	\$186,796.16	\$106,740.66	\$106,740.66	\$80,055.50	\$53,370.33
Columbia	\$1,378,284.61	\$482,399.61	\$275,656.92	\$275,656.92	\$206,742.69	\$137,828.46
Dixie	\$359,647.42	\$125,876.60	\$71,929.48	\$71,929.48	\$53,947.11	\$35,964.74
Flagler	\$1,785,997.63	\$625,099.17	\$357,199.53	\$357,199.53	\$267,899.64	\$178,599.76
Florida Virtual	\$259,291.65	\$90,752.08	\$51,858.33	\$51,858.33	\$38,893.75	\$25,929.17
Gilchrist	\$487,911.98	\$170,769.19	\$97,582.40	\$97,582.40	\$73,186.80	\$48,791.20
Hamilton	\$407,308.99	\$142,558.15	\$81,461.80	\$81,461.80	\$61,096.35	\$40,730.90
Hernando	\$3,096,740.56	\$1,083,859.20	\$619,348.11	\$619,348.11	\$464,511.08	\$309,674.06
Levy	\$898,843.27	\$314,595.14	\$179,768.65	\$179,768.65	\$134,826.49	\$89,884.33
Nassau	\$1,567,472.82	\$548,615.49	\$313,494.56	\$313,494.56	\$235,120.92	\$156,747.28
Putnam	\$1,782,968.15	\$624,038.85	\$356,593.63	\$356,593.63	\$267,445.22	\$178,296.82
Union	\$380,457.85	\$133,160.25	\$76,091.57	\$76,091.57	\$57,068.68	\$38,045.79
Totals	<u>\$13,617,413.16</u>	<u>\$4,766,094.61</u>	<u>\$2,723,482.63</u>	<u>\$2,723,482.63</u>	<u>\$2,042,611.97</u>	<u>\$1,361,741.32</u>

**ATTACHMENT #16-023-A47 CONTRACT #731-16-023 BETWEEN THE DISTRICT SCHOOL BOARD OF FLAGLER COUNTY AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM (NEFEC) TO PROVIDE VIRTUAL INSTRUCTION PROGRAM (VIP) SERVICES COMMENCING JULY 1, 2015, AND ENDING JUNE 30, 2016:**

**WHEREAS**, the 2008 Legislature created Florida Statute 1002.45, an act relating to virtual instruction programs that requires school districts to implement K-12 virtual instruction programs, and

**WHEREAS**, school districts are authorized in F.S. 1002.45 to establish Florida Virtual School franchises, provide district-run programs, and enter into multi-district contractual arrangements through a regional consortium, and

**WHEREAS**, NEFEC has contracted with Florida Virtual School (FLVS), Calvert Education Services, Edgenuity, Inc., and K12 Florida LLC.

**NOW THEREFORE**, the School Board of Putnam County on behalf of the North East Florida Educational Consortium (NEFEC) and the District School Board of Flagler County enter into this Attachment and agree as follows:

**I. NEFEC agrees as follows:**

- A. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- B. To facilitate an online application and enrollment process for potential VIP students, ongoing VIP students, and district students within district-run programs and FLVS franchises.
- C. To recruit, train, provide, and pay virtual instructors for district-run programs and district FLVS franchises.
- D. To oversee the NEFEC web-based portals for participating district-run programs and the district FLVS franchise.
- E. To enroll approved students in courses.
- F. To assign teachers, certified in their respective subject areas, to courses and students.
- G. To monitor NEFEC-contacted teachers.
- H. To pay Florida Virtual School, Calvert Education Services, Edgenuity, Inc., and K12 Florida LLC the contracted fees pursuant to student participation and successful completion.
- I. To ensure that all virtual instructors are highly qualified and hold a valid Florida Teaching Certificate.
- J. To provide evidence that all virtual instructors have passed a background screening as required by s. 1012.32, Florida Statutes, using state criminal history records from the Florida Department of Law Enforcement.
- K. To hold all information as confidential and not use such data for any purpose other than providing services and support to districts under this agreement. NEFEC shall use all such data and personally identifiable information in compliance with all applicable laws.
- L. To provide all confidential and identifiable information to districts via secure transmission methods, such as encrypted documents or use of available SFTP folders for each district.
- M. To disclose student-teacher ratios as requested by individual districts contracted with NEFEC.

- N. To provide all successful completion of courses to the District School Board of Flagler County for students enrolled in both full-time and part-time virtual instruction program in grades K-12 so that the District can confirm that a student has satisfied the requirements for graduation in s. 1003.428, s.1003.429, or s. 1003.43.
- O. To follow the method listed below for conflict resolution:  
Any dispute concerning performance of the contract shall be decided by the district school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the district school board a petition for administrative hearing. The district school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC'S ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- P. To only terminate this contract before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- Q. To invoice the District no less than three times a year as follows for services offered:

<b>7001-Part Time</b>			
<b>K12 Florida, LLC</b> (K-12 Fully Managed Program)	Curriculum and Instruction Fee	Admin Fee	Total
Part-time 6-12 (limited to 3 enrollments)	\$225	\$15	\$240
<b>K12 Florida, LLC</b> (Curriculum Only)	Curriculum Fee Only	Admin Fee	Total w/ District Instruction
Part-time 6-12	\$50	\$15	\$65
<b>K12/Fuel Education</b> (Fully Managed Program)	Curriculum and Instruction Fee Per Course	Admin Fee	Total
Grades K – 8	\$590	\$15	\$605
<b>K12/Fuel Education</b> (Curriculum Only)	Curriculum Fee Only Per Course	Admin Fee	Total
Part-time Grades K – 8	\$340	\$15	\$355
<b>7001-Full Time</b>			
<b>K12 Florida, LLC</b> (K-12 Fully Managed Program)	Curriculum and Instruction Fee	Admin Fee	Total
Full-time K-12	\$4295	\$100	\$4395

**II. The District School Board of Flagler County agrees as follows:**

- A. To comply with all requirements of Section 1002.45, Florida Statutes and with disclosure requirements adopted in rule by the State Board of Education.
- B. To establish a district Instructional Virtual Education contact.
- C. To establish a district MIS Virtual Education contact.



- D. To establish and maintain the designated school/reporting designations determined by the Florida Department of Education to report students participating in MyDistrict courses and programs, e.g., 7001, 7004, and 7023.
- E. To provide upon request a detailed curriculum plan outlined in the school district's student progression plan, illustrating how students will be provided services and be measured for attainment of proficiency in the Florida Standards for each grade level and subject.
- F. To provide verification of student VIP eligibility as appropriate.
- G. To verify need and provide the required technology for VIP students who qualify.
- H. To approve virtual student course requests.
- I. To monitor virtual student progress.
- J. To communicate with all parents of students participating in virtual courses.
- K. To communicate with and schedule students for AP and state required assessments.
- L. To coordinate with parents on reclaiming non-consumable materials.
- M. To report FTE and all other DOE survey information.
- N. To input student demographic, scheduling, and grade data as needed into the district database(s).
- O. To recommend the appropriate provider option for high school students based on their academic needs.
- P. To recommend the appropriate curriculum choice for students where supplemental material is warranted.
- Q. To make timely payment of NEFEC charges per the fees listed in item I. H of this contract attachment.
- R. To follow the method listed below for conflict resolution: Any dispute concerning performance of the contract shall be decided by the district school board's designated contract manager, who shall reduce the decision to writing and serve a copy to NEFEC. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, NEFEC files with the district school board a petition for administrative hearing. The district school board's decision on the petition shall be final, subject to NEFEC's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to NEFEC's right to pursue any other form of dispute resolution; provided, however, that the parties may employ alternative dispute resolution procedures outlined in Chapter 120.
- S. To jointly terminate this contract before its expiration as follows: a) both Parties agree in writing to the termination; or b) either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- T. To be responsible for all debts for the District School Board of Flagler County Virtual Instruction Program that arise out of NEFEC's performance of this contract if the contract is not renewed or is terminated. This does not excuse the District School Board of Flagler County from paying any obligations incurred resulting from its obligations under this contractor from the payment of any debts incurred under this contract for termination, unless such termination is as provided for in II.R.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the 16th day of June, 2015.

**Approved and recommended for signing**

**District School Board of Flagler County**

\_\_\_\_\_  
by Jacob Oliva, Superintendent

Dated: \_\_\_\_\_

\_\_\_\_\_  
by Colleen Conklin, Chairperson

Dated: \_\_\_\_\_

**District School Board of Putnam County**

\_\_\_\_\_  
by Phyllis L Criswell, Superintendent

Dated: \_\_\_\_\_

\_\_\_\_\_  
by Kathy Jorgensen, Chairperson

Dated: \_\_\_\_\_

**North East Florida Educational Consortium**

\_\_\_\_\_  
by Dr. James A. Starnes, Executive Director

Dated: \_\_\_\_\_

U.  
V.  
W.

**DRAFT**