

MEMORANDUM

PURCHASING DEPARTMENT

DATE: May 9, 2018

TO: Mr. Norman Ross, Deputy Superintendent *NR*

VIA: Mr. Terry St. Cyr, Assistant Superintendent for Finance and Business Services *TS*

FROM: Ms. Anya Klinginsmith, Senior Purchasing Agent *AK*

SUBJECT: Purchasing Agenda Item Contract Replacement for May 15, 2018 School Board Meeting

Request the following item replace the General Counsel placeholder on the School Board's May 15, 2018 meeting Agenda:

V. b. 2. E. #6. Agreement: itslearning Learning Management System

The item had been submitted in time for Attorney review, however, edits were necessary which delayed the return of the document in time for Agenda review submission.

Thank you in advance for your consideration.

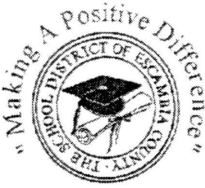
cc: School Board Recording Secretary

AK/RS 5-9-18

RECEIVED

MAY 09 2018

SUPERINTENDENT'S OFFICE
ESCAMBIA COUNTY SCHOOL DISTRICT



THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT

SCHOOL BOARD EXECUTIVE SUMMARY

May 15, 2018

V. b. 2. E. CONSENT AGENDA / PURCHASING

6. Agreement: itslearning Learning Management System

DESCRIPTION OF PURCHASE:

An Agreement to provide a hosted focal point repository of content and collaboration/communication tools to develop, use, and maintain instructional materials for access by students, staff, and parents. Teachers will have the ability to create master lessons which link to standards and allow for pass back of grade results to the District's Student Information System (SIS). Services provided to the District will include project management, training, licensing, and support. See attached.

Effective Dates: August 1, 2018 through July 31, 2019.

REQUESTED BY:

Information Technology

DISTRICT GOAL SUPPORTED:

District Goal E.3: Continuity - To improve operational continuity in the learning and work environment

SUPPLIER NAME:

itslearning, Inc., Newton, MA

AMOUNT OF PURCHASE:

\$198,250.00 Est. / Yr. 1

FUNDING SOURCE:

General Fund (1110) – Regular Operations-Departments
(0100)

METHOD OF PROCUREMENT:

Negotiation

OTHER REFERENCES:

School Board Rule 6Gx17-5.02(4)(F) – Acquisition of Information Technology Resources



Proposal

for

Escambia County School Board, FL

Prepared by

Edward Campbell

RVP – Learning Solutions

February 19, 2018



I. General Terms and Conditions

1. Parties

This Agreement, inclusive of all Exhibits and Attachments contained herein, is entered into between itslearning, Inc. (hereinafter called "Licensor", "Contractor", "Party") and the School Board of Escambia County, FL ("Client", "Licensee", "Party"), on behalf of the School District of Escambia County, FL ("District"), collectively known as "Parties", in order to regulate the Parties' rights and commitments in the agreement period.

2. License object

The License applies to the software "itslearning" (hereinafter called "the Software"), which is developed by Licensor. The function of the Software is to simplify the administrative work associated with Licensee's activity by establishing a learning platform. The License Object is the access to and use of the Software, and access to the Licensor's Internet site <https://www.itslearning.com>. The purpose and focus of this Agreement is to ensure easy and timely access by students and staff to content library, collaboration/communication tools, development and use of instructional materials and gradebook features-all for the support of personalized learning and increasing student achievement. Licensor shall authorize Licensee to the extent that the Licensee is given the right to issue passwords to the referenced Internet site for the number of users authorized by Licensor, in order that the users have access to the Software and the Internet site in the license period. The Licensor is not obliged to authorize more users than what is stipulated in Article 4 below.

3. License period

The license is valid for the period specified on the summary page of the Agreement under the heading "Scope of Agreement" from the "Starting date" specified for the Agreement (the "Agreement duration"). At all times, the Parties agree to abide by Florida Statute 1011.14 which prohibits the Licensee from entering into obligations greater than one (1) year. As such, the Parties agree that the initial period of this Agreement will be for five (5) years, in one (1) year increments, which will be mutually approved for renewal no less than sixty (60) calendar days' prior to the end of the then-current term. In the event the Licensee does not have sufficient funding to continue services, the Licensee reserves the right to terminate the Agreement for non-appropriation no later than sixty (60) calendar days following Agreement Term renewal. Prior to termination for non-appropriation, the Parties agree to negotiate in good faith, a reduction of services to continue the Agreement.

4. License fee

In the License Period the Licensee shall pay a License Fee to Licensor in accordance with this Agreement. A user is regarded as "active" from the first time he logs onto the web page. The License Fee is payable Net30. Licensor subscriptions will be invoiced annually on Licensee contract anniversary. Payment will be issued Net30 following Starting Date.

The License Fee in the License Period gives the Licensee the right to authorize a basic number of users specified. Beyond this, the Licensee may add additional students or allow non-Licensee administered entities (ex: Charter schools) located within the Licensee's geographic county to utilize this Agreement to provide Services at the same cost per student. The Licensor has the right to print out or request statistics in regards to authorized users for verification purposes.

Any use tax, sales tax, excise tax or any other tax, fee or charge whatsoever imposed by any governmental authority on or measured by the transaction between Licensor and Licensee shall be paid by Licensee in addition to the price listed in this Agreement. In the event Licensor is required to pay any tax, fee or charge, Licensee shall reimburse or in lieu of such payment, Licensee shall provide Licensor at the time the Contract is submitted an exemption certificate that is acceptable to the authority imposing the tax, fee or charge.

The annual license fees will be increased by the lower of:

- a) One and a half percent (1.5%) or,

- (b) the twelve (12) month percent change in Consumer Price Index ("CPI") for All Urban Consumers, South – Size Class B/C: all items, not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the Licensee). Commencing on the annual anniversary of the Agreement, the rate for the next Agreement year may be adjusted as follows. Using the CPI published as of January 31, 2018 as the Basic Index, the contracted charge per license may be adjusted to the quotient obtained by dividing (C) into the product of (A) multiplied by (B), where (A) is the CPI as of January 31 in the immediately preceding Agreement year for which the adjustment is being computed; where (B) is the rate for the initial Agreement year (prior to any adjustment) and where (C) is the Basic Index. The result of that calculation will be multiplied by the initial Agreement year rate to determine the new rate set forth in the Agreement for the applicable Agreement year. When the Licensor desires that the rate for the following Agreement year is adjusted under these provisions, the Licensor will provide, no later than ninety (90) days prior to the end of the then-current term, a detailed written statement of the Licensor's calculations pursuant to this procedure. Rate adjustment will not be automatic; it must be requested. The rate adjustment pursuant to this procedure will be rounded to the same level of detail as the rate set forth in the initial Agreement year. Fifteen (15) days will be given to specify in writing to the Licensor any reasonable objection to such calculation as set forth in this procedure, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this procedure, the Licensee will continue to pay the prior Agreement year rate until such disagreement is resolved, in which case, the Licensee will pay the difference as reasonably agreed upon by the Parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Superintendent's designee will conclusively determine the issue.
- (c) If the CPI is less than zero (0), there will be no price adjustment for that year.

For example, the license price is \$4.00. If the CPI is greater than 1.5%, then the price increase the following year will be $\$4.00 * 1.5\%$ or .06. The license fee per student for this example will be \$4.06.

5. Forward licensing and sale

Licensee shall not transfer his rights under this License Agreement to any third person by sale, forward licensing, leasing, rental, or in any other manner. Licensor will provide thirty (30) calendar days' advance written notification to Licensee of the intent or pending transfer of rights to another entity. Such notification will include point of contact information for the new entity as well as commitment that this Agreement will continue to govern. Licensee will retain the exclusive right to terminate this Agreement early without penalty in the event Licensor transfers rights to another entity.

6. Rights to the Software

Licensor has the right of ownership and the copyright to the Software. Except as expressly stated in this Agreement, this Agreement does not give the Licensee any right of ownership or copyright to the Software. Payment of the License Fee gives the Licensee only a non-exclusive right to use the Software for the number of users specified in the order confirmation and to obtain analytic data developed during the course of the Agreement. In addition to the requirements of the Student Data Privacy Special Terms and Conditions Addendum (Attachment A) and the Escambia School District Public Records Addendum (Attachment B), the terms and conditions of Attachments A and B will supersede in the event of a conflict.

7. Usage Restrictions

Licensee may access the Service only in connection with the internal operations of Licensee's business. Users may not:

- (a) access the Service for purposes unrelated to the internal operations of Licensee's business; or
- (b) copy, alter, modify, adapt, translate, de-compile, or disassemble the Service or any of its elements, or create derivative works from the Service or any of its elements. This Agreement and use of Services is extended to non-



Licensee administered entities, provided that the entity remits payment of student licenses directly to Licensor. No terms and conditions or modifications developed by non-Licensee administered entities will be binding on the Licensee, nor will Licensee be responsible for payment in the event the non-Licensee administered entity defaults.

8. Hardware and Software

Licensor has informed Licensee of the special requirements necessary to utilize the itslearning platform, which includes maintaining the network infrastructure and run current, or no more than one (1) prior, web browser version and will carry the risk for the functionality of Licensee-owned hardware and software. Licensor is not responsible for compatibility between the itslearning platform and the Licensee's software and/or hardware. However, Licensor will assist in developing and maintaining interoperability and integrations with Licensee's hardware and software.

9. Responsibility

The Software is delivered as a standard service with functionality that is continually defined by Licensor. The Licensor will be held responsible to correct in the event of faults and/or functional failure in the Software that result in a deviation from the stated uptime listed in the Agreement. The Licensor shall not be responsible for any infringement of the copyrights of third persons in respect of information on the itslearning platform placed there by the Licensee unless Licensor or Licensor sub-contractor attempts to, in any way, alter or replicate copyrighted material for use or resell. The Licensor will be responsible for any copyright infringement claims made against the Licensor, Licensor subcontractors, or Licensor suppliers in regards to the Software. The Licensor shall not be held responsible for losses caused by incorrect or incomplete information on the itslearning platform that may bring financial loss and/or inconvenience upon third parties to the extent allowable under Florida law. The Licensee agrees to indemnify the Licensor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statute and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the Licensee does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute. The Licensee shall indemnify the Licensor in respect of any infringement upon a third person's rights with origin in information from the Licensee. Licensor shall not be held responsible for Licensee's losses incurred by reason of the itslearning platform not being available for technical or other causes.

10. Termination

Each Party can terminate the Agreement with immediate effect if the other Party is guilty of material breach pursuant to the Agreement and the situation is not corrected within ninety (90) calendar days of written notice with a request to correct the situation sent to the addresses contained within this Agreement. Licensee may elect to not renew during the term of this Agreement by providing Licensor sixty (60) calendar days' prior written notice.

If the Licensee terminates the Agreement, the Licensee will be provided a return of a proportionate share of the License Fee corresponding to what remains of the License Period.

In the event of termination for any reason, in addition to the rights available to Licensee under Attachment A and B, Licensor and Licensee will develop a mutual migration plan inclusive of timeline, record transfer and destruction, and final payment, if necessary, within ninety (90) days of written notice or end of Term, whichever comes first. During the migration period, Licensee will retain access to Licensor product to prevent disruption of services.

11. Invoice and payment terms

The Licensor shall invoice on August 1 due Net30 for each renewal of the Agreement Period. Additional purchases will be negotiated and executed as an addendum. All payments shall carry a reference to the invoice number. Complaints regarding

itslearning/ECSB Agreement

May 15, 2018

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an invoice must be made within thirty (30) business days from date of invoice or they will be deemed waived.

12. Personal information and content

The Licensee owns the developed content and the personal information uploaded to the system and is responsible for the initial submission of personal information to be stored on the Software. Both Parties are responsible for meeting any public requirements to inform, report or apply for concession for the data processing as specified in Attachment B. If Licensee seeks to use the Service to access and analyze Licensee Data, Licensee: (a) will provide such data to Licensor in compliance with applicable legal requirements and restrictions and without infringing the rights of any third party; (b) appoints Licensor its agent and authorizes it only for the sole purpose to use, copy, format, store, modify and display Licensee Data through the Service for Licensee's benefit; and (c) authorizes Licensor to access Licensee Data to provide quality assurance, perform software maintenance, and deliver customer service and technical support for Licensee's benefit. During the life of the Agreement and per the migration plan developed with termination, Licensor will preserve and maintain Licensee Data with written directions upon request for the Licensee to be able to download Licensee Data in a format acceptable to Licensee. Afterwards, Licensor will destroy data and provide certificate of destruction in compliance with Attachments A and B unless otherwise specified as part of the mutually developed migration plan.

13. Confidentiality

All data and other information shared between the Parties will be kept confidential, and protected with commercially reasonable measures at least equal to the ones used to protect the recipient's own confidential information (and in no event will such measures be less than commercially reasonable). Nothing contained in this Agreement will prevent a Party from disclosing the other party's confidential information if ordered to do so by a court, government agency, or in accordance with Florida Statute Chapter 119.

14. Governing Law and court of venue

This Agreement and all intellectual property issues, rights, and obligations will be governed according to the laws of the United States of America and the State of Florida without reference to its conflicts of laws principles, and will be subject to the exclusive jurisdiction of the courts located in Escambia County, State of Florida.

15. Badging and Insurance

If services are to be provided when District students are present, or the Licensor will have access to Licensee funds, or the Contractor will be working directly with students, the following two (2) additional provisions are herein incorporated and made a part of this Agreement.

15.1 Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Licensor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Licensor providing any services on campus while students are present. The Licensor will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Licensor and its employees. The Licensor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. Licensor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Licensor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that Licensor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Licensor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical



injury, death, or property damage resulting from Licensor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

15.2 Insurance to be in full force and effect as stated in the Escambia School District Risk Management (REGULAR) Addendum (Attachment C).

16. Promotional Marketing

Licensor will not display Licensee logo in any promotional marketing materials, whether electronic or in print, without first obtaining the consent of the Licensee.

17. Change Order Process

At all times, this Agreement may necessitate modification to remain in compliance with then-current Federal, State, Licensee, or Licensor requirements. Notices of such changes will be mailed, delivery confirmation receipt, to the points of contact identified. During the term of this Agreement, the Licensee may construct, expand, or take responsibility for additional schools and students and Licensor shall provide the appropriate services at no additional cost. Annual Fees will be charged for the additional students during the next billing cycle. The Licensee may elect separately for each additional school to receive training services for such additional schools. The Licensee's election to receive services for additional schools shall not be treated as a change order.

A Change Order, issued in conjunction, when applicable, with an Amendment, Statement of Work, and/or a Purchase Order, will be the vehicle for communicating changes to Software.

When Licensee desires to engage in Training and/or other Software which will have an associated cost, a Purchase Order and Statement of Work will accompany all Change Order requests. Total cost for any Year of the Agreement may not exceed \$25,000.00 without prior Board authorization. The Statement of Work accompanying the Change Order must describe the change, the reasons for the change, associated fees, and the effect the change will have on the Software.

A Change Order will not be specifically required for acceptance of work completion or changes to Agreement items deemed clerical by Licensee. Non-clerical changes to Agreement terms will require a Change Order and an Amendment duly executed in writing by both Licensor and Licensee.

All requested changes, whether resulting in a Change Order or not, will first be submitted to the Licensee's Director of Information Technology for review.

Yearly, Licensee may elect, in its sole discretion, to include an additional line item on the Purchase Order issued for the Annual License Fees. The purpose of this line will be to allocate a prescribed amount to provide services at the rates stated within Exhibit A of this Agreement. This amount shall not be construed by Licensor as authorization to bill for work that has not been authorized as described. In the event Licensor begins work without prior written authorization as described herein, the Licensee will not be fiscally responsible for the cost of the completed work up to the date when the written authorization was received in the form of a Licensee-issued Purchase Order.

II. Hosting services Terms and Conditions

1. Application management

The Licensor operates itslearning for the Licensee as a hosted service and provides access to the latest version of itslearning at any given time. Information in respect of notices of downtime, operational disturbances, maintenance and other circumstances influencing the service and the users, shall be transmitted to a separate email list containing all registered contact personnel and registered support personnel as identified in this Agreement. Status of the hosting center can also be found on our support pages <http://support.itslearning.com>. Notification of planned downtime during working hours shall under normal circumstances be given no later than fourteen (14) days before the event. Licensor will also provide Licensee advanced reporting monitoring tools in the production environment while Licensor will retain the monitoring of the hosted environment with notification to Licensee of any issues that may affect the Services within forty-eight (48) hours of occurrence. Data transmission and sharing between Content Integrations and Licensor will occur in real-time on-demand.

2. Data Center

As part of providing the service, itslearning may store and process client data in the United States in which itslearning or its subcontractors maintain facilities. By using the services, client consents to this transfer, processing and storage of client data so long as the terms and conditions specifically regarding Licensor Data confidentiality of this Agreement are adhered to at a minimum.

All facilities used to store and process client data have implemented at least industry standard systems and procedures to ensure the security and confidentiality of client data, protect against anticipated threats or hazards to the security or integrity of client data, and protect against unauthorized access to or use of client data.

Licensor has a US hosted center at Amazon.com and the environment at Amazon AWS is compliant with SOC 1/SSAE 16/ISAE 3402 (formerly SAS70), SOC 2, SOC 3, ISO 27001, FedRAMP, PCI Level 1 and HIPAA compliant. If requested, Licensor will demonstrate to Licensee's satisfaction and document that the Licensee's data is secured within thirty (30) business days from date of request.

3. Availability Guarantee

Availability is measured in the form of uptime where uptime is defined as the period when the Licensee has access to the Service (i.e. when the users are able to handle and receive transactions) with defined functionality and response time.

The Service has a minimum of 99.9% uptime twenty-four (24) hours a day, seven (7) days a week, except for notified periods of updating and maintenance. No maintenance will be scheduled for or will occur during the hours of 7am to 5pm, Central Standard Time, Monday-Friday to lessen the possibility of disruption during Licensee school hours. The uptime guarantee does not include loss of access to software caused by circumstances beyond the Licensor's control, or loss of access to software that is of little or no significance in the Licensee's day-to-day operation.

As the Licensee expands Services, content, or sites, the Licensor will take steps, at its own cost, to ensure its hosted service will be able to meet the scalability required to meet the stated uptime of the Agreement.

Application Programming Interface ("API") will continue to be provided by Licensor to Licensee at a level of access that meets or exceeds at all times, the level of access experienced during the pilot period in fiscal year 2017/2018, as outlined in the Licensee Pilot Year Platform Functionality document (Exhibit B). At a minimum, the level of access will be no less than on-demand and remain a core feature not subject to additional cost or exclusion due to the addition of more features. The Licensor guarantees and will ensure that the functionality of features, support, product will meet or exceed, at all times, the level of access experienced during the pilot in fiscal year 2017/2018. This includes any products or integrations that were present during the pilot period of fiscal year 2017/2018 which will remain included as part of the product description offering per each year of this Agreement.

Licensor will provide Licensee two (2) 'sandbox' environments that will function as test areas for Licensee. Each sandbox should be a mirror of the current Production environment which would include, at a minimum: current data; Single Sign On ("SSO") functionality; any updates, enhancements, fixes from prior releases; and include future release behaviors.

4. Storage Capacity and Backup

The Licensor takes a backup of the Software platform every night and will keep sixty (60) days of nightly backups. As many as three (3) versions of each file may be stored. Each version will be labeled clearly in a format that easily distinguishes version number. The Licensor will also maintain the ability to replace files one (1) year or less. Initial storage capacity is specified in the "Scope of Agreement". Additional capacity may be made available as needed with thirty (30) calendar days' advance notice of approaching a remaining capacity of twenty-five percent (25%). Purchases for additional capacity will be made at then-current pricing. File recovery is performed at a standard hourly rate for consultant services as identified as Professional Consulting on Exhibit A.

5. Response time

Licensor shall attempt to achieve a response time as low as possible and should under no circumstances be more than two (2) seconds (server side) for a minimum of ninety-nine percent (99%) of queries. This is verified internally by Licensor and Licensor will allow full access to Licensee should external confirmation be required.

6. Hardware and Software

The Licensor is responsible for all software, hardware and equipment in the data center and will ensure that it is fit for purpose and can be scaled out for use by all Licensee students concurrently when necessary.

7. Service Level Guarantee & Payment reductions

In case of deviation from agreed uptime, as verified by both internal and external audits:

With uptime higher than or equal to 98.1% but lower than 99.7%, the Licensee will obtain a rebate of three percent (3%) of the license fee cost per month.

With uptime higher than or equal to 97.1% but lower than 98.0%, the Licensee will obtain a rebate of five percent (5%) of the license fee cost per month.

With uptime higher than or equal to 96.1% but lower than 97.0%, the Licensee will obtain a rebate of seven percent (7%) of the license cost per month.

With uptime higher than or equal to 95.1% but less than 96.0%, the Licensee will obtain a rebate of ten percent (10%) of the license cost per month.

8. Reporting

Licensee with administrative rights, will retain the ability and right to access, at all times, information regarding storage usage, licenses and concurrent users under the "Administration" tab inside the itslearning platform.

9. Standard Support Services Terms and Conditions

Unless stated otherwise the following service statements apply:

(a) Purpose and scope of the Support Service

Representatives appointed by the Licensee (hereinafter called designated support users) have the right to use the Licensor's support services.

This includes:

- Assistance via telephone, e-mail and web.
- Assistance by the Licenser logging onto the Licensee's site
- General inquiries
- If not explicitly stated otherwise in this Agreement, the Licensee can nominate up to five (5) designated support users that will be eligible for support.

(b) **The Licenser Support competency**

It is the Licenser's responsibility to ensure that the available staff is competent to answer questions related to the standard itslearning platform, or can escalate requests that need a deeper understanding of the product or technology.

It is the Licensee's responsibility to inform the Licenser's support staff of any customer specific circumstances that might affect the handling of the request.

(c) **Response Time Guarantee**

The Licenser guarantees to commence assistance/help within one (1) business day after having received a request by designated support personnel on normal working days defined as between 9:00 am until 5:00 pm Central Standard Time. The support center is not manned on Saturdays or Sundays, Christmas Eve, New Year's Eve, and Federally-recognized public holidays.

(d) **FERPA Confidentiality Provision**

The Parties agree that with respect to the performance of this contract, each shall comply with all applicable provisions of the Federal Education Rights and Privacy Act ("FERPA") 20 United States Code ("USC") 1232g, *et seq.* and to implementing regulations at 34 Code of Federal Regulations ("CFR") 99.

Product Description	Product Code	Total Price
<p><u>Year 1 (2018-2019) total price includes:</u> Student license: $38,500 \times \\$4.50 = \\$173,250.00$</p> <p>Content integrations: fifty (50) $\times 0.00 =$ no charge</p> <p>Professional Services Packages (Exhibit A): Up to \$15,000.00 in total</p> <p>Any increases to the amounts above will require a Change Order and will result in the per package cost as listed in Exhibit A. Any unused Content integrations and Professional Development credit will carry forward to the following Year.</p>	330010-Y	USD \$173,250.00
<p><u>Year 2 (2019-2020) total price includes:</u> Student license: $38,500 \times \\$4.50 = \\$173,250.00$ (est., in accordance with the instructions provided below under "Invoicing and Pricing Notes")</p> <p>Content integrations: fifty (50) $\times 0.00 =$ no charge</p> <p>Professional Services Packages (Exhibit A): Up to \$15,000.00 in total</p> <p>Any increases to the amounts above will require a Change Order and will result in the per package cost as listed in Exhibit A. Any unused Content integrations and Professional Development credit will carry forward to the following Year.</p>	330010-Y	USD \$173,250.00
<p><u>Year 3 (2020-2021) total price includes:</u> Student license: $38,500 \times \\$4.50 = \\$173,250.00$ (est., in accordance with the instructions provided below under "Invoicing and Pricing Notes")</p> <p>Content integrations: fifty (50) $\times 0.00 =$ no charge</p> <p>Professional Services Packages (Exhibit A): Up to \$5,000.00 in total</p> <p>Any increases to the amounts above will require a Change Order and will result in the per package cost as listed in Exhibit A. Any unused Content integrations and Professional Development credit will carry forward to the following Year.</p>	330010-Y	USD \$173,250.00
<p><u>Year 4 (2021-2022) total price includes:</u> Student license: $38,500 \times \\$4.50 = \\$173,250.00$ (est., in accordance with the instructions provided below under "Invoicing and Pricing Notes")</p> <p>Content integrations: fifty (50) $\times 0.00 =$ no charge</p> <p>Professional Services Packages (Exhibit A): None</p> <p>Any increases to the amounts above will require a Change Order and will result in the per package cost as listed in Exhibit A. Any unused Content integrations and Professional Development credit will carry forward to the following Year.</p>	330010-Y	USD \$173,250.00

<p>Year 5 (2022-2023) total price includes:</p> <p>Student license: $38,500 \times \\$4.50 = \\$173,250.00$ (est., in accordance with the instructions provided below under "Invoicing and Pricing Notes")</p> <p>Content integrations: fifty (50) \times 0.00 = no charge</p> <p>Professional Services Packages (Exhibit A): None</p> <p>Any increases to the amounts above will require a Change Order and will result in the per package cost as listed in Exhibit A. Any unused Content integrations and Professional Development credit will carry forward to the following Year.</p>	330010-Y	USD \$173,250.00
Integration of Focus SIS (Communication with and SIS Grade Write-Back Support), will require a Statement of Work and Change Order to commence.		USD \$9,000.00
Contract Total (USD)		USD \$875,250.00

Invoicing and Pricing Notes:

- Services will be invoiced as stated in the Agreement. Invoice will be provided to the Director of Information Technology for approval.
- Quantity will be determined by the Full-Time-Enrollment ("FTE") provided by the Licensee, excluding non-Licensee administered sites, each year no later than sixty (60) business days prior to the end of the then-current year. Any additional student increases during the following year's term will not incur an additional charge.
- Pricing based on number of student licenses. Licensor does not charge a license fee for administrative staff, teacher or parent use. Only the student license fee is subject to CPI increases. No other charges or services may change in cost during the term of this Agreement, including any renewals or contract extensions as allowed under then-current Federal, State, or Licensee policy.
- Any applicable United States taxes or fees will be charged on invoice with the Parties understanding that Licensee will provide a tax exemption form in advance.
- Throughout the Agreement, products and services offered by Licensor to other customers will be offered to the Licensee at no additional charge and will be considered part of the hosted service should the Licensee desire, in its sole discretion, to accept. Any integrations required to port Licensee data will be charged at the rates defined in Exhibit A.
- All products or integrations that were present during the pilot period of fiscal year 2017/2018 as described further in Exhibit B will remain included as part of the student license fee per each Year of this Agreement at no additional increase. Any annual hosting and/or maintenance fees will also include these products in the per student license price listed above. This includes, at a minimum: Advanced Reporting, Learner Preference Survey Utility, Course Merge Utility, Course Content Migration Utility, Grade Write Back Support, Test Mode Browser, Extended Customer Support Hours (from 7am to 7 pm EST).



Client Information

Scope of Agreement	
Agreement type: New customer <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Support <input type="checkbox"/> Other <input type="checkbox"/>	
Agreement duration:	Sixty (60) Months, in annual one (1) year increments with funding availability, in accordance with Section I (General Terms and Conditions, Paragraph 10 (Termination))
Starting date:	8/1/2018
Base Storage	600 MB / User; 23,100 GB / Licensee aggregate
Licensed users	38,500 Year 1 (2018-2019)
Total users in organization	School district's "total" student population (K-12 or higher) as provided by Licensor in FTE count, excluding non-Licensee administered schools.
Business address:	Itslearning, Inc. 300 Washington Street One Gateway Center - Suite 702, Newton, MA 02458, USA
Phone:	(470) 297-5000 or Toll Free (888) 853-2761
Fax:	978-849-6604
E-mail:	Edward.Campbell@ itslearning.com & Contracts.US@itslearning.com
Home page:	www.itslearning.com
Support phone 7AM to 7PM CST:	877-312-2846
Business address of Escambia County School District:	Attn: Purchasing 75 North Pace Boulevard Pensacola, FL 32505



Acceptance of Terms:

By signing, the parties accept the provisions of this Agreement:

Licensor: itslearning, Inc.

Licensee: School Board of Escambia County, FL

(Signature of Licensor)

Name: Timothy Baldwin

Title: President

Date:

(Signature of Licensee)

Name: Gerald W. Boone

Title: Board Chair

Date:

Attest:

(Signature of Attest)

Name: Malcolm Thomas

Title: Superintendent

Date:

Please sign and email to edward.campbell@itslearning and Contracts.US@itslearning.com

APPROVED FOR LEGAL CONTENT

FOR May 2018 AGENDA

MAY 08 2018

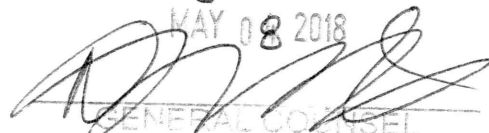

GENERAL COUNSEL
ESCAMBIA COUNTY SCHOOL BOARD

Exhibit A

Professional Services Packages

All package pricing shown below is inclusive of travel costs, nothing additional will be allowed or paid. All training must be scheduled in advance with the Director of Information Technology or his designee. Payment will be made Net30 following acceptance of the training by the Director of Information Technology or his designee upon receipt of a detailed invoice with any attendance sign-in sheet(s) attached. Any request for additional training, services, or changes to existing packages as shown herein will be issued in accordance with Section I. General Terms and Conditions, paragraph 17 ("Change Order Process") of this Agreement.

Technical Training		
W1. System Administrator Training	Duration: 3 hours Cost: \$450	The system administrator(s) will determine global settings for the entire school or district. It is in this session that back-end administrative aspects are investigated. Global settings such as assessment settings, profiles, hierarchies, permissions, etc. are also established for the site.
W2. School Administrator Training	Duration: 3 hours Cost: \$450 Prerequisite: itslearning Basics and Beyond	Local support personnel will learn how to manage assigned functions such as course and community administration, policy administration and updating school dashboards. The content of this session is determined by the functionality given to this "role" by the system administrator.
Online (Facilitated)		
O1. Itslearning Basics & Beyond	Duration: 2-week online self-paced course with follow-up webinar Cost: \$25 per participant (minimum of 20 participants per course)	Introduces users to itslearning fundamentals and provides an opportunity to build a course step-by-step. Participants will complete online modules that include video and text-based tutorials with follow-up assignments. Itslearning's consultants facilitate and assess each participant's work. Participants learn how to navigate the interface, customize courses, create assignments, use the planner, and more. This course will meet the stated prerequisite requirement for all professional development courses once taken and passed by an individual.
O2. Itslearning Advanced Features	Duration: 2-week online self-paced course with follow-up webinar Cost: \$25 per participant Prerequisite: itslearning Basics and Beyond (minimum of 20 participants per course)	Participants learn how to personalize instruction and increase student engagement through the use of individual learning plans, permissions and groups, assessment portfolios, ePortfolios, and web-based tools. Also includes exploration of the recommendation engine and standards mastery to provide personalized tasks to students. Itslearning's consultants facilitate and assess each participant's work.

Hybrid Courses		
H1. Modified Train-the-Trainer, Part 1	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants) Prerequisite: itslearning Basics and Beyond	Participants experience blended learning by completing the pre-course work online (as in the flipped model). This course is built in your itslearning platform so that it can be customized and utilized for redelivery by your staff. During the face-to-face session, participants will alternate between individual work, small-group work and whole-group. By the end of this course, participants will be able to redeliver training to users within your school or district.
H2. Modified Train-the-Trainer, Part 2	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants) Prerequisite: Train-the-Trainer Part 1	Participants learn how to create content to personalize instruction and increase student engagement as they investigate and establish best practices around the use of individual learning plans, permissions and groups, assessment portfolios, ePortfolios, and web-based tools. Participants will also explore the recommendation engine for standards mastery and to provide personalized tasks to students. This course will also be built into your itslearning platform so that it can be utilized for redelivery by your staff.
H3. Itslearning Refresher Course	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants)	This course is for any existing users who need a refresher. Our consultants will work with district and school administrators to determine the needs of your staff and develop a personalized plan get your users up to speed and optimize teaching and learning within the itslearning platform.
Specialty Packages		
P1. School Leadership Package	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants) Prerequisite: itslearning Basics and Beyond	School leaders will develop and reinforce structures that identify, protect and celebrate instructional practices that are conducive to powerful personalized and blended learning by utilizing the platform for district and school productivity and accountability. Leaders will learn how to recognize the effective application of technology and utilize the platform to boost teacher and student achievement.
P2. Instructional Design and Delivery	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants) Prerequisite: itslearning Basics and Beyond	Participants will identify best practices for instructional design and delivery in personalized and blended learning environments. This session is designed for users who will be developing course content and instructional materials (instructional designers, curriculum coaches, and/or teachers.)

P3. Customizable Package	Duration: 6 hours Cost: \$3,000 (maximum of 30 participants) Prerequisite: itslearning Basics and Beyond	We will collaborate with you to create customized professional development sessions that address your specific objectives and overall vision. Our consultants will work with you to design a unique, relevant and comprehensive package that meets your needs. Topics may include: Personalized Learning, Universal Design for Learning, Professional Learning Communities, ePortfolios, etc.
Other Services		
S1. Digital Curriculum Migration	Cost: \$150 per hour <i>(Minimum number of hours required for onsite travel.)</i>	Prepares support personnel to migrate content from other LMS platforms and/or to integrate with student information systems.
S2. Coaching and Mentoring	Cost: \$150 per hour <i>(Minimum number of hours required for onsite travel.)</i>	Coaching, mentoring and support to assist teachers as they move from traditional teaching methods toward a personalized instructional approach using the itslearning platform.
S3. Professional Consulting	Cost: \$150 per hour <i>(Minimum number of hours required for onsite travel.)</i>	Our professional consultants will work with your school or district to plan, design, develop, or meet any other specific needs. A fully executed Statement of Work will be issued detailing when and how this service will be utilized.

Exhibit B
Licensee Pilot Year Platform Functionality

The following items are included in the pilot for the itslearning platform in the Escambia County School District:

- Integration with FOCUS
- Single Sign On
- Course Content Migration Utility (on Apps and Tools menu)
- Course Merge Maintenance (on Apps and Tools menu)
- Content Integrations (Loaded into Library & a course level load)
 - Studies Weekly
 - Elementary Social Studies
 - McGraw Hill
 - US History
 - World History
 - Civics & Economics
 - Pearson
 - Algebra 1
 - Algebra 2
 - Geometry
 - Economics
 - US History
 - World History
 - American Government
 - HMH
 - Elementary Science Preview Grades 1, 3, & 5
 - Bedford Freeman
 - CEV Media
 - Stemsscopes
 - SAS Curriculum Pathways
 - Ck12
- All Master Templates (Social Studies and Science)
- Advanced Reporting
- Standards Imports into the Learning Objective Repository
- Weekly Support Calls
- Test Site Updated/Refreshed as requested

Attachment A
STUDENT DATA PRIVACY SPECIAL TERMS AND CONDITIONS ADDENDUM

This Student Data Privacy Special Terms and Conditions Addendum ("Addendum") is between the District and Contractor, as previously identified in the attached Agreement. It is understood and agreed that the Contractor is performing institutional services and functions that will require student data to perform those services and functions ("Services"). It is further understood that the District controls the notification to parents and guardians regarding the release of student information to providers. This Addendum is issued to expand the definitions within and provide supplemental terms and conditions to the Agreement.

1. Definition, Use and Treatment of "Data"

In the course of performing Services, Contractor will obtain confidential student data. Student data includes all Personally Identifiable Information ("PII"), directory data, confidential student record information, and other non-public information. This data includes, but is not limited to student data, meta data (e.g. logs, cookies, web beacons, etc.), and user content ("Data Files"). Any data or metadata a 3rd party will collect (e.g. analytics, etc.) is a function of the use of the provider's service.

2. Data De-Identification

De-identified Confidential Data will have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or family member / guardian. This includes, at a minimum the following: student name, address, telephone numbers, email addresses, photograph, place and date of birth, attendance record, grade level, course enrollment information, physical descriptors and user ID number (or other unique personal identifier as necessary to participate in the services provided under this Agreement).

Furthermore, Contractor agrees not to attempt to re-identify de-identified Confidential Data and not to transfer de-identified Confidential Data to any party unless:

- (a) That party agrees in writing not to attempt re-identification, and
- (b) Contractor gives prior written notice to District and District provides prior written consent.

Contractor may use de-identified Confidential Data for internal product development and improvement, research, and with a written commitment of Contractor to compliance with current and future applicable laws.

3. No Marketing or Advertising

Contractor is prohibited from using Confidential Data to:

- (a) Market or advertise to students or families / guardians;
- (b) Inform, influence or enable marketing, advertising or other commercial efforts by a third party; or
- (c) Develop a profile of a student, family member / guardian or group, for any commercial purpose other than providing the Service to District.

4. Notification of Amendments to Policies

4.1. Contractor shall not change how Confidential Data is collected, used or shared under the terms of the Agreement, without advance written notice to the stated Agreement point(s) of contact for Notice and prior written consent from District.

4.2. Contractor shall provide prior written notice to District of any material changes to its terms of service, terms and conditions of use, license agreement and/or privacy policies that would alter the way student data,

designated as confidential or not, is collected, stored, handled, disseminated or distributed, at least thirty (30) days prior to the implementation of any such change. District must approve changes in writing, which will not be unreasonably withheld.

4.3. It is understood and agreed that only the terms and conditions set forth in the Agreement, inclusive of this Addendum, as duly executed between the District and Contractor, will be binding, regardless of whether a student or other user “accepts” the terms and conditions presented upon logging in, an email notification is generated or a revision is posted to the Contractor’s website.

5. Data Collection

Contractor will only collect, process and store the Confidential Data that is necessary and provided by the District in order to provide Service(s) to the District under this Agreement. Contractor will not attempt to or collect, process or store Confidential Data or other data related to students, families or guardians, which is or may be available from third parties. To do so will be viewed as a material breach of the Addendum and will be handled in accordance with the Agreement.

6. Data Analysis and Mining

Contractor is prohibited from analyzing or mining Confidential Data for any purpose other than delivering the Service to District under this Agreement, or improving the Service for District. Analysis and mining of Confidential Data to support marketing, advertising or other commercial ventures, whether by Contractor or a third party, are prohibited.

7. Data Sharing and Re-Disclosure

7.1 District understands that Contractor may rely on one (1) or more sub-contractors to provide the Service under this Agreement, which may have access to Confidential Data. Prior to Agreement execution, Contractor will provide the company and/or individual name, mailing address, phone number, email address and a brief explanation of what services will be provided by each sub-contractor. During the term of the Agreement, should the Contractor require additional sub-contractors who may have access to Confidential data, the Contractor will provide prior written notice to the address listed in the Agreement which will include confirmation from the Contractor that each additional sub-contractor will be provided this Student Data Privacy Special Terms and Conditions and the Contractor will provide the District with the same contact information and description required previously. At all times, the Contractor warrants and agrees to be held liable and fiscally responsible for the deliberate and/or unintentional acts and/or omissions of sub-contractors utilized in the performance of these Services who fail to adhere to the requirements for data confidentiality and security contained in the executed Agreement between the District and Contractor.

7.2 Contractor is also prohibited from further disclosing any Confidential Data unless re-disclosure is:

- (a) Only in furtherance of providing the Service to District, and recipients of re-disclosed Confidential Data agree in writing to comply with the terms of this Student Data Privacy Special Terms and Conditions and related federal and state laws / regulations that protect Confidential Data, or;
- (b) Required to ensure legal and regulatory compliance, or;
- (c) In response to a judicial process in a court in the state of Florida, or;
- (d) To protect the privacy of Confidential Data, the safety of users or others, or the security of the Service.

If any of the four (4) permitted re-disclosure events noted above occurs, Contractor will immediately notify District in writing to the person(s) listed in the “Notices” section of the Agreement. Such notification, notwithstanding unforeseen events, will occur no later than three (3) business days from notice of request to

Contractor.

8. Data Transfer and Destruction

Upon notice from District, Contractor will ensure that:

- (a) A complete, readable and usable copy of all Confidential Data in Contractor's possession will be delivered to District within sixty (60) days following notice from District, and;
- (b) This copy of all Confidential Data will be provided in a standard format with standard delimiters and a matching data dictionary, mutually agreeable and sufficient to enable efficient transfer of the Confidential Data to a new system, and;
- (c) This copy must include all Confidential Data which may have been re-disclosed to or held by sub-contractors or agents of Contractor, and;
- (d) Following notice of acceptance of this copy of all Confidential Data by District, Contractor will permanently destroy all copies of Confidential Data held by Contractor or re-disclosed by Contractor, e.g. to Contractor's agents, sub-contractors or business partners. Permanent destruction of this Confidential Data must be non-, and;
- (e) Within ninety (90) days of notice, Contractor will deliver a written confirmation to District certifying that the permanent destruction of all Confidential Data held by Contractor and Contractor's sub-contractors, agents and business partners has been completed.

9. Rights and License to Confidential Data and Intellectual Property

The parties agree that:

- (a) All rights to Confidential Data and derivative works created from Confidential Data shall remain the exclusive property of District, and;
- (b) All rights to District intellectual property shall remain the exclusive property of District and District students and staff, and;
- (c) Contractor may not transfer Confidential Data or District intellectual property to any third party under any circumstances, and;
- (d) District grants to Contractor a limited, nonexclusive license to use, process and store the Confidential Data and District intellectual property solely for the purpose of delivering the Service to District under the terms of the Agreement, and;
- (e) This limited, nonexclusive license granted to Contractor by District expires when the Agreement is terminated.

10. Confidential Data: Access, Changes, Copies and Removal

At any time and upon District's request, any Confidential Data held by Contractor will be made available to District, may be changed by District, may be deleted in whole or in part by District, and may be copied by District.

11. Security Framework and Standards

Contractor will operate the Service and collect, process and store Confidential Data in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Confidential Data, and prevent unauthorized access, disclosure and use. Contractor will, at a minimum:

- (a) Restrict access to the Service and Confidential Data to only those individuals that require access in order for Contractor to provide the Service to District, and;
- (b) Establish user IDs and authentication as necessary to protect access to Confidential Data, and protect all such user credentials from unauthorized access or use, and;
- (c) Always protect all Confidential Data with strong encryption, at rest and in transit, and;

- (d) Prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny access to or the proper operation of the Service, and;
- (e) Prevent and detect computer viruses and malware from spreading through the use of the Service, e.g. via e-mail, files, documents, messages, other data or the required use of insecure client-side applications, and;
- (f) Detect and prevent the unauthorized re-disclosure of Confidential Data by Contractor employees or agents, and;
- (g) Provide prior notice to District of any planned system change that may impact the security of Confidential Data, and;
- (h) Retain an experienced data security company, defined as having valid and current SSAE16 certification, at least once per year, to thoroughly audit Contractor's IT infrastructure, systems, applications and processes to uncover vulnerabilities, and make prompt and reasonable efforts to remediate all vulnerabilities discovered, and;
- (i) Provide District with a summary of Contractor's then-current security system plan assessment report, including details on all vulnerabilities discovered, and;
- (j) Immediately notify District if any incident occurs that might impact the reliable provision of the Service or security of Confidential Data, e.g. the discovery of unauthorized access, a malicious attack on the Service or Confidential Data, loss of a device containing Confidential Data, or the presence of malware. Such security system plan assessment will remain exempted from Public Records disclosure by the Contractor to parties other than the District in accordance with Chapter 119.071(3) unless specifically ordered in accordance with the law.

Contractor acknowledges and agrees that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files.

12. Data Breach

In the event of an unauthorized disclosure of Confidential data, Contractor shall, pursuant to the following procedure: notify District in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Data Files or any portion thereof, including personally identifiable information and agrees to provide District, upon request, with a copy of said written incident response plan.

Attachment B

ESCAMBIA SCHOOL DISTRICT PUBLIC RECORDS ADDENDUM

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.
Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

A. Keep and maintain public records required by the School Board to perform the service.

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.mvflorida.com/library-archives/records-management/general-records-schedules>)

2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. If a Contractor does not comply with the School Board's request for records, School Board shall enforce the provisions in accordance with the contract.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to School Board.

D. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Approved:



Donna Sessions Waters
General Counsel
Escambia County School Board
75 North Pace Blvd.
Pensacola, FL 32505
02/21/2017

Initials of Each Signatory:

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

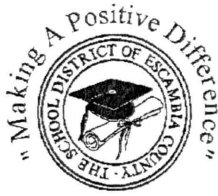
1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM,
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505



**THE SCHOOL DISTRICT OF ESCAMBIA COUNTY
PURCHASING DEPARTMENT**

SCHOOL BOARD EXECUTIVE SUMMARY

May 15, 2018

V. b. 2. E. CONSENT AGENDA / PURCHASING

6. Agreement: itslearning Learning Management System

DESCRIPTION OF PURCHASE:

An Agreement to provide a hosted focal point repository of content and collaboration/communication tools to develop, use, and maintain instructional materials for access by students, staff, and parents. Teachers will have the ability to create master lessons which link to standards and allow for pass back of grade results to the District's Student Information System (SIS). Services provided to the District will include project management, training, licensing, and support. See attached.

Effective Dates: August 1, 2018 through July 31, 2019.

REQUESTED BY:

Information Technology

DISTRICT GOAL SUPPORTED:

District Goal E.3: Continuity - To improve operational continuity in the learning and work environment

SUPPLIER NAME:

itslearning, Inc., Newton, MA

AMOUNT OF PURCHASE:

\$198,250.00 Est. / Yr. 1

FUNDING SOURCE:

General Fund (1110) – Regular Operations-Departments (0100)

METHOD OF PROCUREMENT:

Negotiation

OTHER REFERENCES:

School Board Rule 6Gx17-5.02(4)(F) – Acquisition of Information Technology Resources

AGREEMENT NOT
AVAILABLE AT THIS TIME.
STILL IN THE LEGAL
REVIEW/APPROVAL
PROCESS.