

## 5ESSENTIALS AGREEMENT

This Agreement ("Agreement"), dated October 23, 2018, ("Effective Date") is between UChicago Impact LLC, an Illinois not-for-profit corporation ("UChicago Impact"), and Suwannee County School District (SCSD), a Florida not-for-profit organization/School District, having an address at 1729 Walker Avenue, SW, Suite 200, Live Oak, FL 32064 (the "Educational Organization"). Each hereunder may be referred to separately as the ("Party"), or together as the ("Parties").

WHEREAS, UChicago Impact agrees to provide the Materials and Services, and

WHEREAS, UChicago Impact has experience and expertise in the design, administration, and analysis of surveys to assess educational institutions, and

WHEREAS, Educational Organization is committed to supporting and evaluating education in Live Oak, Florida (the "Schools"), and

WHEREAS, Educational Organization wishes to administer UChicago Impact's research-validated school climate survey to inform citizens about the quality of individual schools and their progress over time, and

WHEREAS, Educational Organization is prepared and intends to diligently implement the 5Essentials Organizing Schools for Improvement Survey for the benefit of students,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### **Section 1. Definitions**

The capitalized terms listed below and used in this Agreement shall have the following meanings:

- A. "Affiliate" means any corporation or other business, nonprofit or governmental entity that controls, is controlled by, or is under common control with a Party. A corporation or other entity shall be regarded as in control of another corporation or entity if it owns or directly or indirectly controls at least fifty percent (50%) of (i) economic interests of the other corporation or entity or (ii) voting rights of the other corporation or entity having the right to elect directors, or such lesser percentage that is the maximum permitted to be owned by a foreign entity in those jurisdictions where majority ownership by foreign entities is prohibited.
- B. "Derivative Work" means a work that is based on one or more pre-existing works, such as a revision, enhancement, modification, translation, abridgement, condensation, expansion, or any other form in which such pre-existing work may be recast, transformed, or adapted, and, if prepared without authorization of the copyright owner of such pre-existing work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work includes a compilation that incorporates such pre-existing work.
- C. "Material(s)" means (i) the hardcopy and physical items described in Exhibit A or containing reference to matters described in Exhibit A, (ii) the systems described in Exhibit A, and (iii)

any changes that UChicago Impact elects to make in the Materials described in (i) or (ii) above that improves the manner in which the Materials described in (i) or (ii) above fulfills existing requirements or extends the ways to accomplish an existing function.

- D. “Reports and Data” means the 5E Reports and the 5E Data described in Exhibit A.
- E. “Services” means (i) the particular training events and/or support activities described in Exhibit A, (ii) the survey analysis services described in Exhibit A, and (iii) any changes that UChicago Impact elects to make that improves the manner in which (i) or (ii) fulfills existing requirements or extends the ways to accomplish an existing function.
- F. “Timeline” means the schedule described in Exhibit B.

## **Section 2. License, Materials and Services**

- A. Grant of License. Upon payment of the fees and subject to and conditioned on
  - (a) Educational Organization’s continuing compliance with the 5Essentials Terms of Use and Privacy Policy, which may, from time to time, be modified, altered, or updated by UChicago Impact in its sole discretion.
  - (b) Educational Organization’s continuing compliance with the terms and conditions of this Agreement, and
  - (c) timely responses from Educational Organization, to UChicago Impact's requests for information and assistance.

UChicago Impact hereby agrees to provide to Educational Organization:

- (i) the Materials solely for its own use during the Term of the Agreement;
  - (ii) the nonexclusive right to reproduce and distribute the Reports and Data.
- B. Services. Upon payment of the fees and provided timely responses from Educational Organization, UChicago Impact will use reasonable efforts to provide the Services to Educational Organization within the Timeline.
- C. Reservation of Rights. UChicago Impact reserves the worldwide right to use all aspects of the Materials for any purpose it may choose at its own discretion and without any payment therefore by UChicago Impact. UChicago Impact shall have the right to grant licenses to third parties to any aspect of the Materials. Further, UChicago Impact reserves the worldwide right to execute, reproduce and modify, create derivatives, to distribute, and to otherwise use the Materials and Services for any purpose it may choose at its own discretion and without any payment therefor.
- D. No Other Rights. No rights in and to the Materials, Services or any other intellectual property other than those provided in this Section 2, express or implied, are conveyed by UChicago Impact. Except as expressly permitted under this Agreement, Educational Organization is granted no rights to (i) reproduce any parts of the Materials, (ii) modify any parts of the Materials, (iii) provide access to or enable use of any user identification or password by any person(s), (iv) rent, lease, loan, or sell access to the Materials, (v) copy, archive, store, rearrange, modify, adapt, upload, create derivate works from, perform, publish, distribute,

redistribute, or disseminate any Material(s), (vi) access the Materials to build a product using similar ideas, features, functions, interface, or graphics of the Materials, (vii) access (or attempt to access) any service within the Materials by any means other than as permitted in the Terms of Use, or (viii) delete any copyright or other proprietary rights notice in the Materials.

- E. Ownership. UChicago Impact is the sole owner of all intellectual property relating to the Materials and Services existing as of the Effective Date. UChicago Impact will also be the sole owner of all Derivative Works developed at any time during the course of this Agreement. Educational Organization agrees to cooperate with UChicago Impact and to execute any grants and assignments of all rights as UChicago Impact reasonably may request for the purpose of evidencing, enforcing, filing, registering or defending such ownership. Educational Organization shall comply with all copyright notices, information, and restrictions in the Materials and shall not alter, delete, or conceal any copyright, trademark, patent, or other notice on the Materials including notices on any part of any Material that is downloaded, displayed, printed, or reproduced. UChicago Impact may, at its sole discretion, use the Reports and Data created pursuant to this Agreement to inform and perform work that is outside the scope of this Agreement. At no time will UChicago Impact distribute Reports and Data created pursuant to this Agreement for an individual school in a manner that compromises the individual school's or any individual student's identity without the explicit written permission of Educational Organization, the individual school, a representative of the individual school, the individual student, or a parent or legal guardian of the individual student. Except as otherwise required by law, all Data created pursuant to this contract will be owned by UChicago Impact.

### **Section 3. Payments**

- A. Payments. Upon execution of this Agreement, Educational Organization shall be responsible for timely payment of all fees. Twenty-five percent (25%) of the total amount owed under this Agreement shall be due upon the Execution of the Contract. Twenty-five percent (25%) of the total amount owed under this Agreement shall be due at the close of the survey window and the final payment of fifty percent (50%) shall be due at the delivery of the Reports.
- B. Responsibility for Payments. Educational Organization shall be fully responsible for any payments due to UChicago Impact under this Agreement. Time is of the essence with respect to all payments made by Educational Organization to UChicago Impact.
- C. Overdue Payments. Payments due to UChicago Impact under this Agreement shall, if not paid when due under the terms of this Agreement, bear simple interest at the lower of the prime rate of interest (as published by Citibank, N.A. on the date such payment is due) calculated on the basis of a 360-day year for the number of days actually elapsed, beginning on the due date and ending on the day prior to the day on which payment is made in full. Interest accruing under this Section 3.C shall be due to UChicago Impact on demand or upon payment of past due amounts, whichever is sooner. The accrual or receipt by UChicago Impact of interest under this Section 3.C shall not constitute a waiver by UChicago Impact of any right it may otherwise have to any other remedies available to UChicago Impact including the right to declare a default under this Agreement or to terminate this Agreement. Educational Organization shall pay for all costs and fees (including reasonable attorney's



fees) that UChicago Impact expends in order to collect any amounts due and owing to UChicago Impact after reasonable attempts have been made to collect the amounts or, in UChicago Impact's discretion, after the amounts remain outstanding for a period of ninety (90) days from the payment due date.

#### **Section 4. Diligence**

- A. Efforts. Educational Organization shall use reasonable efforts to exploit the licenses granted herein by diligently utilizing the Materials and Services.

#### **Section 5. Term and Termination**

- A. Term. The Term of this Agreement is **October 23, 2018** through **June 30, 2019**, and may be renewed annually upon mutual written agreement of the parties.
- B. UChicago Impact's Right to Terminate. UChicago Impact shall have the right to terminate this Agreement as follows, in addition to all other available remedies:
- i. If Educational Organization fails to make any payment when due, then upon the election of UChicago Impact in writing, this Agreement shall, terminate effective ten (10) days after UChicago Impact's written notice to Educational Organization describing such failure, unless Educational Organization makes such payment within such ten (10) days.
  - ii. If Educational Organization breaches any obligation of this Agreement other than an obligation to make a payment when due, then upon the election of UChicago Impact in writing, this Agreement shall terminate effective thirty (30) days after UChicago Impact's written notice to Educational Organization describing such failure, unless Educational Organization cures such failure to the satisfaction of UChicago Impact within such thirty (30) days.
  - iii. If Educational Organization shall have filed by or against it a petition under any bankruptcy or insolvency law it shall immediately notify UChicago Impact, and such petition is not dismissed within sixty (60) days of its filing, or if Educational Organization makes an assignment of all or substantially all of its assets for the benefit of its creditors, then Educational Organization shall immediately notify UChicago Impact of such facts and UChicago Impact may in its sole discretion terminate this Agreement by written notice effective as of the (i) date of filing by Educational Organization of any such petition, (ii) date of any such assignment to creditors, or (iii) end of the sixty (60) days if a petition is filed against it and not dismissed by such time, whichever is applicable.
  - iv. If Educational Organization shall be dissolved, liquidated or otherwise ceases to exist, other than for reasons specified in Section 5.B. (iii) above, this Agreement shall automatically terminate as of (i) the date articles of dissolution or a similar document is filed on behalf of Educational Organization with the appropriate government authority or (ii) the date of establishment of a liquidating trust or other arrangement for the winding up of the affairs of Educational Organization.
- C. Right to Terminate. Educational Organization may notify UChicago Impact of its desire to terminate this Agreement at any time by giving UChicago Impact thirty (30) days prior

written notice. The termination shall take effect thirty (30) days from UChicago Impact's receipt of written notice.

- D. Survival. The following shall survive any termination of this Agreement for any reason: (i) all causes of action accruing to either Party under this Agreement; (ii) Educational Organization's obligation to pay all amounts payable under this Agreement for Materials, Services or Data provided up to and including the date of termination; and (iii) Sections 2.E, 4, 5.E, 6, and 7 of this Agreement.
- E. Post Termination, Post Expiration Obligations of Educational Organization. Upon the termination of this Agreement for any reason, or the expiration of this Agreement, (i) all rights of Educational Organization to use the Materials and Services, and any other rights conferred to Educational Organization by this Agreement, with the exception of the use of Reports and Data provided pursuant to Section 2.A (ii), shall immediately thereafter cease, and (ii) all payments including fees and costs due under this Agreement and not yet paid shall become immediately due and payable. Educational Organization shall not thereafter operate or conduct business under any name or mark or in any other manner that might tend to create the impression that this Agreement is still in force, including but not limited to any reference to UChicago Impact or any trademark or servicemark of UChicago Impact in describing its operations.

## **Section 6. Representations, Warranties, Covenants and Disclaimers**

- A. Representations, Warranties and Covenants of Educational Organization. Educational Organization hereby represents, warrants and covenants, for itself, that:
- i. Educational Organization is a not-for-profit organization, dedicated to driving change in urban schools through strategic partnerships and innovative school improvement initiatives, duly organized, validly existing and in good standing under the laws of Florida and has the corporate power and authority to execute and deliver this Agreement, and perform its obligations under this Agreement.
  - ii. The execution, delivery and performance of the Agreement have been duly and validly authorized by Educational Organization, and upon execution and delivery by Educational Organization, this Agreement will constitute a valid and binding agreement of Educational Organization enforceable in accordance with its terms.
  - iii. Educational Organization has no other agreements that conflict with the obligations undertaken and rights and licenses granted in this Agreement.
  - iv. Any use of the Material(s) by Educational Organization shall comply with and conform to all applicable specifications required by any state and federal laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g et. seq.
  - v. Educational Organization shall timely make all payments to UChicago Impact required by this Agreement.
- B. Disclaimer of Warranties. UCHICAGO IMPACT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT.

IN PARTICULAR, UCHICAGO IMPACT DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS AND TRADEMARKS COVERING MATERIALS OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES ABOUT (I) THE ACCURACY, SAFETY OR USEFULNESS FOR ANY PURPOSE OF ANY INFORMATION PROVIDED BY UCHICAGO IMPACT TO EDUCATIONAL ORGANIZATION WITH RESPECT TO THE MATERIALS AND SERVICES OR WITH RESPECT TO ANY COPYRIGHTS OR TRADEMARKS COVERING MATERIALS OR SERVICES AND ANY PRODUCTS DEVELOPED FROM OR COVERED BY THEM; (II) WHETHER THE USE OF ANY MATERIALS OR SERVICE WILL OR MIGHT INFRINGE A PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OWNED OR LICENSED BY A THIRD PARTY; OR (III) THE ACCURACY, SAFETY, OR USEFULNESS FOR ANY PURPOSE OF THE MATERIALS OR SERVICES. IN ADDITION, UCHICAGO IMPACT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- C. Family Educational Rights and Privacy Act (FERPA). Each of the Parties hereby represents, warrants and covenants that it will comply in all material respects with FERPA, including, but not limited to the protection of student records.

**Section 7. Miscellaneous**

- A. Entire Agreement, Amendment, Waiver. This Agreement, together with the Exhibits attached hereto constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements or understandings (express or implied) between them concerning the same subject matter. This Agreement may not be amended or modified except in a document signed by duly authorized representatives of each Party. No waiver of any default hereunder by either Party or any failure to enforce any rights hereunder shall be deemed to constitute a waiver of any subsequent default with respect to the same or any other provision hereof.
- B. Notice. Any notice required or otherwise made pursuant to this Agreement shall be in writing, sent by registered or certified mail properly addressed, or by facsimile with confirmed answer-back, to the other Party at the address set forth below or at such other address as may be designated by written notice to the other Party. Notice shall be deemed effective three (3) business days following the date of sending such notice if by mail, on the day following deposit with an overnight courier, if sent by overnight courier, or upon confirmed answer-back if by facsimile.

If to UChicago Impact:

UChicago Impact, LLC.  
The University of Chicago  
1313 E. 60<sup>th</sup> Street  
Chicago, Illinois 60637

Facsimile Number: 773-702-8980  
Attn: Collette Walton

If to Educational Organization:

Suwannee County School District  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064  
Facsimile Number: 386-364-2635  
Attention: Ted L. Roush, Superintendent

Copy to:

Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Attorney for Suwannee County School District  
101 North Monroe Street, Suite 120  
Tallahassee, FL 32301

- C. Assignment. This Agreement shall be binding on the parties hereto and upon their respective successors and assigns. Educational Organization may at any time, upon written notice to the other Party, assign or delegate to a successor to all or substantially all of its business any of its rights and obligations hereunder, provided that, any such assignment or delegation shall in no event relieve Educational Organization of its primary responsibility for its obligations hereunder. Any such assignment shall be conditioned on and shall not be effective until the assignee or transferee has executed and delivered a written agreement assuming and undertaking all of the duties and obligations of the assignor or transferor under this Agreement. Except as provided above, Educational Organization may not assign or delegate any right or obligation hereunder without the prior written consent of UChicago Impact, which consent shall not be unreasonably withheld, and any attempted assignment or delegation in violation thereof shall be void. UChicago Impact may assign this Agreement at any time to any third party on written notice to Educational Organization. In the event of an assignment by UChicago Impact, the assignee shall be substituted for UChicago Impact as a party hereto, and UChicago Impact shall no longer be bound hereby.
- D. Governing Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Florida applicable to contracts made and to be fully performed in that state.
- E. Independent Contractors. The Parties agree that the relationship of UChicago Impact and Educational Organization established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish a partnership or joint venture, nor shall this Agreement create or establish an employment, agency or any other relationship. Neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to



assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or to otherwise act as an agent for the other Party for any purpose.


- F. No Use of Name. Except for uses required in connection with implementation of the Product, both parties to this Agreement agree not to use the other Party's name in any commercial activity, marketing, advertising or sales brochures except with the prior written consent of the other Party, which consent will not be unreasonably withheld. Educational Organization agrees not to use the name of any UChicago Impact's employee(s) in any commercial activity, marketing, advertising or sales brochures, or for any other purpose other than internal reporting and record keeping, without the written consent of UChicago Impact, in its sole discretion.
- G. Waiver. No term or provision of this Agreement shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of a breach shall be deemed to be a waiver of a different or subsequent breach.
- H. Construction. Each Party has consulted counsel of their choice regarding this Agreement, and each acknowledges and agrees that this Agreement shall be construed without regard to the Party or Parties responsible for the preparation of the same and shall be deemed as prepared jointly by the Parties. Any ambiguity or uncertainty existing herein shall not be interpreted or construed against any Party.
- I. Execution. This Agreement may be executed by the Parties in any number of identical counterparts, each of which, for all purposes shall be deemed to be an original, and all of which shall constitute, collectively, one instrument.
- J. Severability. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any laws of any federal, provincial, state, or local government that may exercise jurisdiction over this Agreement, (i) the validity of the remaining portions or provisions shall not be affected thereby and (ii) the enforceability of such provisions in other jurisdictions shall not be affected thereby.
- K. Third Party Beneficiaries. All rights, benefits and remedies under this Agreement are solely intended for the benefit of UChicago Impact and Educational Organization and no other person or entity shall have any rights whatsoever to (i) enforce any obligation contained in this Agreement; (ii) seek a benefit or remedy for any breach of this Agreement; or (iii) take any other action relating to this Agreement under any legal theory, including but not limited to, actions in contract, tort (including but not limited to negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by the Parties.

*[Signature page follows]*




IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective duly authorized officers or representatives on the date first above written.


**UChicago Impact LLC**

By:   
Elliot Ransom  
Co-Chief Executive Officer  
UChicago Impact LLC  
Date of signature: 11/6/18

**Suwannee County School District**

By:   
Ted L. Roush  
Superintendent of Schools  
Suwannee County School District  
Date of signature: OCT 23 2018

**Suwannee County School District**

By:   
Jerry Taylor  
Chairman of Board  
Suwannee County School District  
Date of signature: OCT 23 2018

"Approved as to Form and Sufficiency

BY 

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

## **EXHIBIT A**

### **Materials and Services**

#### **Section 1. 5Essentials Administration**

UChicago Impact will administer the 5Essentials School Improvement Survey to all schools specified by Educational Organization provided that school rosters are finalized and received by the roster deadline, November 30, 2018. Student and teacher rosters, as well as parent counts, are to be provided by Educational Organization, in accordance with 34 C.F.R. § 99.31(a)(1). The surveys will be administered using the 5Essentials Survey Administration Tool during the 2018-19 school year. This tool provides online access to the 5Essentials Student and Teacher surveys and supplemental Parent Survey.

#### **A. Rosters and Confidentiality**

- i. Educational Organization designates UChicago Impact as its agent for conducting and scoring the 5Essentials survey and agrees to release personally identifiable education records necessary for that purpose to UChicago Impact, in accordance with 34 C.F.R. § 99.31(a)(3). UChicago Impact will work directly with Educational Organization to acquire rosters in the correct format for all a) schools, b) principals, c) teachers, and d) students as well as e) parent counts. Student data may include, but is not limited to:
  - (1) School ID number
  - (2) Last and first name
  - (3) Student ID number
  - (4) Grade level
  - (5) Date of birth
  - (6) Gender
  - (7) School postal code
  - (8) Race (optional)
  - (9) ESE status (optional)
- ii. Data provided by Educational Organization is, by federal and state law, confidential and shall be used only for the purposes authorized herein. Under no circumstances shall records and reports be released by Educational Organization to any party unless such release is in strict accordance with the provisions, and to the entities identified in, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g; 34 C.F.R. Part 99; and chapter 119 and sections 1002.22 and 1002.221, Florida Statutes. UChicago Impact acknowledges its separate obligations in accordance with the requirements of these provisions by establishing duties of confidentiality, privacy, and nondisclosure.
- iii. Student identification will be kept confidential and stored on secure servers for both outreach and survey administration. Only UChicago Impact staff and agents necessary for administration of the survey will have access to student identifiers during administration. Deliberate or accidental misuse of information may result in loss of access, disciplinary action, or dismissal or prosecution under the scope of all applicable federal and state laws and regulations.

- iv. UChicago Impact may not, and must ensure that no other individuals:
- (1) Share unit record data with any other individual or organization without the express written consent of Educational Organization;
  - (2) Use data for any purpose other than that stated herein;
  - (3) Allow any unauthorized use of information provided or generated;
  - (4) Publicly disseminate reports containing identifiable data or aggregate cell sizes of less than 10 individuals. (Reports must mask these cells so that results are not revealed.)
- v. UChicago Impact is required to comply with the Florida Public Records Law, chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically, as concerning Educational Organization:
- (1) Keep and maintain public records required by Educational Organization to perform the service;
  - (2) Upon request from Educational Organization's custodian of public records, provide Educational Organization 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 in chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) 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 Educational Organization; and
  - (4) Upon completion of the contract, transfer, at no cost, to Educational Organization all public records in possession of UChicago Impact or keep and maintain public records, required by Educational Organization to perform the service. If UChicago Impact shall transfer all public records to Educational Organization upon completion of the contract, UChicago Impact shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If UChicago Impact keeps and maintains public records upon completion of the contract, UChicago Impact shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Educational Organization, upon request of Educational Organization's custodian of public records, in a format that is compatible with the information technology systems of Educational Organization.
- (5) IF UCHICAGO IMPACT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**
- vi. Survey responses will not be traceable to the individual providing the response.



**B. Survey Coordinators**

In addition to the principal, each school may designate a coordinator to assist with facilitation of the survey. The principal and coordinator will receive a short manual detailing their roles and responsibilities for survey administration.

**C. Student Survey Administration**

Students will login to their survey using a district/school assigned student ID and their birth date. Students have the right to omit responses to any question. The survey will be available to students in grades 4-12.

**D. Teacher Survey Administration**

Teachers will access the survey using a randomly assigned username and password issued by the 5Essentials Online Administration Tool. The survey will be available to all pre-kindergarten to high school teachers. Teachers have the right to omit responses to any question.

**E. Parent Survey Administration**

Parents will select for which school they are responding and enter basic demographic information before entering the survey. Parents have the right to omit responses to any question.

**F. Response Rate Monitoring**

The 5Essentials Survey Administration Tool will provide weekly response rate updates to Educational Organization, district/charter administrators, principals and survey coordinators. The Tool will also allow users to check response rates at any time.

- i. To receive teacher data, schools must have at least 50% of teachers start the survey and have at least eight (8) valid respondents per item.
- ii. To receive student data, schools must have at least 50% of students start the survey and have at least 10 valid respondents per item.
- iii. To receive supplemental parent data, schools must have at least 20% of parents complete the survey.

**Section 2. 5Essentials Scoring**

UChicago Impact will score survey data from Educational Organization using a process developed at the University of Chicago Consortium on School Research (UChicago Consortium). The 5Essentials Scoring process creates school-level scores that minimize error by removing invalid responses using Rasch Analysis. 5Essentials Scoring allows school results to be compared from one year to the next and puts all schools within a particular grade level on the same scale, allowing schools with strengths and challenges to be identified.

**Section 3. 5Essentials School Reports**

Schools receive a set of individualized, web-based reports that offer a comprehensive picture of school quality and provide a framework for understanding the hundred-plus survey questions. These reports include:

- A. Performance on the 5Essentials, shown in color-coded, easy to read diagrams.

- B. Changes in school performance over time on individual Measures and Essentials.
- C. A one-year license to access their report online, Upon renewal each year, schools will receive an additional year of access.

**Section 4. Report Release**

Reports will be available on a password protected basis to Educational Organization staff at the end of the 6–8 week scoring window. Access to the reports will be available to district administrators and principals prior to a broader release. Reports will be made publicly available upon request; the final release date will be determined by Educational Organization. The web address provided for reports will be [www.5-essentials.org/florida](http://www.5-essentials.org/florida).

## EXHIBIT B

### Materials and Services

Component	Unit Price	Units <sup>1</sup>	Price
5Essentials System: Includes: <ul style="list-style-type: none"> <li>▪ 5Essentials Organizing Schools for Improvement Surveys               <ul style="list-style-type: none"> <li>○ Data on five essentials, 22 measures, and over 150 questions tested through 20 years of research at the University of Chicago.</li> <li>○ Measures predictive of student and school outcomes.</li> <li>○ Access to additional question and measure banks.<sup>2</sup></li> <li>○ Online survey administration built for schools.</li> </ul> </li> <li>▪ 5Essentials Scoring               <ul style="list-style-type: none"> <li>○ University of Chicago test scoring process.</li> <li>○ Lazy respondent algorithm to remove intentionally or unintentionally inappropriate responses.</li> <li>○ Predictive of school improvement changes.</li> <li>○ 6-8 week turnaround time.</li> </ul> </li> <li>▪ 5Essentials Reports               <ul style="list-style-type: none"> <li>○ Online reporting system for each school.</li> <li>○ Trends.</li> <li>○ Downloadable and printable reports.</li> <li>○ 1-year license for principals and administrators.</li> <li>○ Public access upon request.</li> </ul> </li> <li>▪ 5Essentials Data               <ul style="list-style-type: none"> <li>○ Essentials and measures school-level data file.</li> <li>○ Survey question responses school-level data file.</li> </ul> </li> </ul>	\$1,548	7	\$10,836
Supplemental Parent Survey for all grade PK-12 parents	\$200	7	\$1,400
<b>5Essentials System Subtotal</b>			
<b>Total<sup>3</sup></b>			<b>\$12,236</b>

<sup>1</sup> A unit is equivalent to one school.

<sup>2</sup> The addition of supplemental measures is embedded into the cost for the 5Essentials System; however, any questions added beyond supplemental content will result in a fee to cover programming, scoring and reporting costs.

<sup>3</sup> Final pricing will be determined by actual number of units delivered (training sessions, schools, etc.)



## EXHIBIT C

### Timeline

Service	Description	Timeline
Logistics	<p>Educational Organization will submit a signed contract to UChicago Impact.</p> <p>The Educational Organization personnel will supply school, staff and student rosters to UChicago Impact and verify rosters for accuracy.</p> <p>Two Project Managers (one from UChicago Impact and one from the Florida Department of Education) will serve as the main contact for the duration of the 5Essentials Survey Implementation.</p>	<p>November 2, 2018</p> <p>November 30, 2018</p>
5Essentials Survey Administration	UChicago Impact will administer the survey to Educational Organization schools.	January 22-February 22, 2019
5Essentials Analysis	UChicago Impact will analyze and score surveys.	February 25-April 19, 2019
5Essentials Reporting	UChicago Impact will provide Educational Organization with access to the survey reports, a summary analysis, and school-level data files.	Week of April 22, 2019

**EXHIBIT D**  
**Invoicing**

UChicago Impact will invoice Educational Organization based upon key milestones, as depicted in the table below.

<b>Key Milestone</b>	<b>Amount Due</b>	<b>Approximate Timing</b>
Execution of Contract	25% of projected total contract value	Fall 2018
Close of the Survey Window	25% of projected total contract value	February 22, 2019
Final Report Delivery	Remaining contract balance (approximately 50%)	Week of April 22, 2019

**EXHIBIT E**  
**Participating Schools**

The following schools are participating in the 2018-19 5Essentials survey.

<b>School ID</b>	<b>School Name</b>
610089	Branford Elementary School
610091	Branford High School
610011	Suwannee Primary School
610060	Suwannee Elementary School
610042	Suwannee Intermediate School
610051	Suwannee Middle School
610043	Suwannee High School