North East Florida Educational Consortium
2023-2024 Membership

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

Suwannee County District Schools is participating in the following programs for 2023-2024:

Program:	Fee:
NEFEC Membership: Resolution Main Contract #731-24-051	$17,671.20
Instructional Services Program (ISP) - #24-051-A1	$28,042.00
Enterprise Resource Software- #24-051-A6	Education Technology Serv. Fee = $78,037.00 Skyward Annual License Fee = $17,890.00
Building Code Inspection - #24-051-A27	$26,490.12
Human Resources Management Network - #24-051-A43	$4,946.16

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Suwannee County

by Ted Roush, Superintendent

Dated: JUN 2 9 2023

by Jerry Taylor, Chairperson

Dated: JUN 2 9 2023

District School Board of Putnam County

by Richard M. Surrency, Sr. Ed.D., Superintendent

Dated: 5-23-23

by Sandra Gilyard, Chairperson

Dated: 5-23-23

North East Florida Educational Consortium

by Dr. Patrick J. Wnek, Executive Director

Dated: 5-23-23

RESOLUTION

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

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

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

WHEREAS, the school boards of Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is a consortium called the North East Florida Educational Consortium "NEFEC") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution. The Superintendents of each of the collaborating school boards shall serve as a member of the Board of Directors of NEFEC.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON June 29, **2023, AT THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,** Live Oak **, FLORIDA, AS FOLLOWS:**

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

(a) Grants (federal, state, and private): *pursuant to eligibility*

- FDLRS (Florida Diagnostic and Learning Resources System): *no cost / grant funded*
- Education Innovation and Research/Rural Connect: *no cost / grant funded*
- FDLRS Statewide Administration Project: *no cost / grant funded*
- Institute for Small and Rural Districts: *no cost / grant funded*
- Title IV Part A: *no cost / grant funded*
- Title IX Part A: *no cost / grant funded*
- Progress Monitoring Implementation Support Grant: *no cost / grant funded*
- Regional Resiliency Hub Grant: *no cost / grant funded*

(b) Instructional Services Program: *contracted services*

- Opportunity to participate in any grant awarded in FY 23-24: *pursuant to eligibility requirements.*
  - Professional Learning Catalogue (Master Inservice Plan), including endorsement and add-on certification plans.
- Leadership Plan Development
- Professional Development Certification Program
- Textbook adoption for core areas
- Grant writing support
- NOELs networking
- Technical and implementation assistance for legislative mandates
- Career and Technical Education Networking and Support
- College and Career Acceleration Support
- Principal Leadership Academy: *per participant fee*

- Aspiring Leaders Program: *per participant fee*
- Regional PLCs for Principals
- Florida B.E.S.T. Standards professional learning
- General Knowledge Test Review professional learning
- Literacy professional learning
- Clinical Educator and Mentor professional learning
- BODLDP (Board of Directors Leadership Development Program)
- NEFEC Connect Professional learning

(c) E-Learning (professional development courses): *per participant fee – discounted rate*

(d) Risk Management: *contracted services*

(e) Policy Development, Revision, and Update Service: *no cost/supported via NEFEC (approx. value of $5K per district for revision and annual update)*

(f) Printing Services: *discounted printing services*

(g) Educational Technology Services: *contracted services* (student information, human resources, finance)

(h) Human Resources Management Network: *partially supported by NEFEC/ contracted services*

(i) Public Relations/Web Services: *no cost / supported via NEFEC*

(j) Legislative Network Services: *partially supported by NEFEC funding/membership fee*

(k) Building Code Program: *contracted services*

(l) Information Technology: *contracted services*

(m) Virtual Instruction Program: *contracted services*

(n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

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

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

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

NEFEC, will be governed by the host school district school board's policies.

SECTION 4. NEFEC's business office and physical operation will be located in Putnam County, Florida.

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

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

SECTION 7. That the member school district shall pay a base assessment of $2,725.00 plus $1.85 per unweighted FTE, based on 2022-2023 FEFP Third Calculation FTE enrollment minus Family Empowerment Scholarship (FES) students as of February 2023, for the general operation of NEFEC, $945.60 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of $3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2023-2024 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the NEFEC, as set forth in this resolution, will be in operation and effective from July 1, 2023, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in NEFEC shall be binding from said date of July 1, 2023.

SECTION 10. The official name of the educational consortium is North East Florida Educational Consortium ("NEFEC") and has been in existence since July 1, 1976.

CONTRACTUAL AGREEMENT

731-24-051

The District School Board of Suwannee County

AND

The District School Board of Putnam County on behalf of the

North East Florida Educational Consortium

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

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

1. The above stated recital is true and correct and is incorporated herein by reference as a Contract term.
2. This contract shall begin on July 1, 2023. All work shall be completed by June 30, 2024, unless otherwise indicated in specific attachments.
3. No payment will be invoiced or paid for any work performed after June 30, 2024, unless otherwise indicated in specific attachments.
4. NEFEC shall be in compliance with the following:
   (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). NEFEC shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
   (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
   (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless NEFEC has been declared exempt or deferred from these provisions.

   Performance by the Board of any of its obligations under this contract shall

be subject to NEFEC's compliance with such provisions.

5. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 6.

6. Upon Contract cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work completed and paid for prior to the effective date of the cancellation of the contract will become the property of the Board and will be turned over promptly by NEFEC. Any services(s) and/or product(s) reflected in the attachments to this contract may, in addition to the reason provided in paragraph 5, above, be canceled only by:

   (a) mutual consent of both parties, or

   (b) either party upon giving ninety (90) days written notice to the other, unless otherwise indicated in specific attachments.

7. Should NEFEC be unable to deliver as required in this contract, NEFEC may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an "act of God" or "force majeure". An "act of God" or "force majeure" is defined as An "act of God" or "force majeure" is defined for purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of NEFEC and which by the exercise of due diligence NEFEC is unable, wholly or in part, to prevent or overcome. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.

8. This contract may be changed or modified only by an amendment executed in the same manner as the original.

9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified or as may be amended pursuant to other provisions in this contract.

10. NEFEC shall provide to the Board written progress reports for each attachment to the contract as may be reasonably requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of NEFEC have been met pursuant to the contract and that payment should be made according to such invoices.

11. The Board agrees as follows:

    (a) To cooperate in all matters requiring concurrences or approval.

    (b) To designate in writing to NEFEC a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.

    (c) To pay to NEFEC the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.

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

13. Each Attachment to this Contract is incorporated by reference herein. Any additional Attachments, executed after the effective date of this Contract, shall be incorporated into this Contract. Said Attachments shall have a signature page and appropriate reference to this Contract.

14. If a conflict arises between the terms of any Attachment and this Contract, the terms of the Attachment shall control.

15. In cases whereby NEFEC receives federal grant dollars and disburses those funds to districts

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

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

287.058

(1)

a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.

c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 119, Florida Statutes, and made or received by such party in conjunction with this contract.

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

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

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

start until a properly completed invoice is provided to the agency.

17. The parties recognize and agree NEFEC is a public entity and is therefore subject to the limitations of liability under the provisions of Sovereign Immunity. All provisions in this contract and any of its attachments or amendments shall be subject to the State of Florida law pertaining to Sovereign Immunity notwithstanding anything to the contrary contained in such documents.

18. LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

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

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

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in

Palatka, Putnam County, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. Subject to the terms of valid attachments, this Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of NEFEC.

19. LEGAL RELATIONSHIPS

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

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

ATTACHMENT #24-051-A1 TO CONTRACT # 731-24-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM HEREIN REFERRED TO AS NEFEC, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2023, TO JUNE 30, 2024:

I. OBLIGATIONS OF NEFEC:

The NEFEC Instructional Services Program agrees to provide the Suwannee County District School Board the following services:

A. To coordinate the NEFEC Organization of Educational Leaders (NOEL) meetings. The meetings will provide district level instructional staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
B. To coordinate role-alike networking meetings as needed which may include title directors, district data representatives, and mental health contacts.
C. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as accountability requirements, district reading requirements, safety and mental health mandates, required instruction reporting, and B.E.S.T. Standards.
D. To provide facilitation and coordination of the development of plans required by Florida Statute and/or the Florida Department of Education. This includes the professional learning catalogue, professional development certification plan, endorsement plans, and leadership development plans.
E. To provide regional grant writing and district grant support through template development. Grant writing may include state, federal, and foundation proposals.
F. To pursue legislative funding and Florida DOE funding as directed by the NOELs and/or NEFEC Board of Directors.
G. To provide access to online educational resources through the NEFEC website, including data visualizations and the professional learning registration system.
H. To facilitate the implementation of a regional professional development certification program.
I. To facilitate college and career networking, including coordination of two regional counselor forums and support for the Comprehensive Local Needs Assessment.
J. To provide regional technical assistance in textbook adoption and the purchase of digital content.
K. To provide regional clinical educator and mentor training.
L. To provide online and regional face-to-face professional learning. This includes standards training, PLCs for school administrators, writing training, and other topics as requested by NOELs.
M. To provide access to professional learning through established partnerships.
N. To facilitate and support the NEFEC Board of Directors Leadership Development Project (BODLDP).

II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. The Board designates Asst. Supt. Instr., a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
D. To serve in an advisory capacity to NEFEC's Instructional Services Department.
E. To assist in planning and evaluating Instructional Services Program functions.
F. To pay to NEFEC $28,042.00 which represents a base fee of $2,500, plus $4.50 per FTE, FTE figures based on 2022-23 FEFP Third Calculation minus Family Empowerment Scholarship (FES) students as of February 2023 . Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2024.

ATTACHMENT #24-051-A6 TO CONTRACT #731-24-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE MAINTENANCE AND SUPPORT OF ENTERPRISE RESOURCE SOFTWARE PURSUANT TO F.S.1011.71 (2) (d).

This ENTERPRISE RESOURCE SOFTWARE AGREEMENT is entered into, by and between NEFEC and the Board, to provide hosting services, technical support and training for the Skyward Enterprise Resource Software.

This Contract period shall be from July 1, 2023, to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees:

A. To provide hosting capabilities that support the Skyward fully integrated Finance, Human Resource and Student enterprise resource software system.
B. To ensure Skyward enterprise resource software system is capable of complying with all existing State mandated reporting requirements of school districts.
C. To provide Tier 1 and advanced technical support and training for the Skyward enterprise resource software system.
D. Procure necessary third-party applications on behalf of district upon request in support of services outlined herein.
E. To provide customized reports and visualization of Skyward data via the Skyward database or the Ed-Fi Operational Data Store (FLCODE ODS).
F. To provide hardware and infrastructure necessary to store Board data, provide access to such data on demand and successfully execute the data functions of the school district in accordance with Exhibit A - ETS Service Level Agreement.
G. To provide disaster recovery measures which include:
    1. Active replication of district's data files from host to off-site Disaster Recovery site; and
    2. Daily, weekly, and monthly backups; and
    3. Failover to redundant telecommunication link in the event primary circuit fails; and
    4. Conducting an annual test of Disaster Recovery procedures to ensure at a minimum that a payroll cycle can be successfully completed using the off-site Disaster Recovery equipment and files.
H. To accept the responsibility of being the custodian of the Board's data and to make every effort to protect and secure the data from unauthorized access.
I. To conduct semi-annual planning meetings with the ETS Advisory Council and develop an annual plan and budget for their review and approval.
J. To aid and assist member districts in the planning and procurement of hardware to be attached to the NEFEC Educational Technology Services Operations Center.
K. To provide professional technical staff as approved by the Advisory Council.

L. To respond on a timely basis to the requests of the member districts and the priorities established through the user committees.
M. To plan for and provide system support software to meet the needs of the member districts.
N. To provide technical support to the district MIS Departments.
O. To provide a User Help Desk Service.
P. To plan for and provide application software as approved by the Advisory Council to meet the needs of the member districts.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. To pay the following annual district assessments:
    1. Educational Technology Services Fee - $78,037. The amount includes a $50,457 base fee plus an assessment of $35 per staff.
    2. Skyward Annual License Fees for software maintenance totaling $17,890.
    3. NEFEC will invoice the Board on July 1 and January 1 of the fiscal year. Payment will be due within 40 days of receiving the invoice.
C. To appoint a security officer to control access privileges to the Board's data.
D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

EXHIBIT A

ETS Service Level Agreement

This Service Level Agreement sets forth the provisions for management and hosting of district data.

1. ***Services.*** NEFEC shall provide the following services each year:
    a. Hosting of Skyward Enterprise Resource software and third-party software solutions on NEFEC resources, secured behind the NEFEC firewall; and
    b. Data security management services to ensure participating districts have secure access to their data; and
    c. Responsible as the custodian of the district data and to make every effort to protect and secure the data from unauthorized access; and
    d. Routine maintenance of all infrastructure components in accordance with industry standards; and
    e. Routine backups of hosted applications and data for purposes of archiving and allowing for recovery in the event of catastrophic failure. Backup data retention protocols are documented in the ETS Disaster/Recovery plan.

2. ***Confidentiality.*** NEFEC acknowledges and agrees that the algorithms and other materials comprising of Skyward Enterprise Resource software and hosted third party software are Confidential Information.

3. ***Uptime Service Level Requirement.*** NEFEC shall exercise a best-effort approach to service availability and shall strive to provide an industry standard ninety-nine and 90/100 percent (99.9%) Product Uptime. NEFEC guarantees a ninety-eight and one-half percent (98.5%) Product Uptime, excluding scheduled maintenance. NEFEC shall provide districts with its current maintenance schedule as indicated on the NEFEC Educational Technology Services webpage and will notify districts if that schedule changes. Furthermore, NEFEC shall not be held financially responsible in the event of an unscheduled service/Product availability outage due to an unexpected systems failure, natural disaster, or software fault unrelated to the host server.

System Maintenance Schedule:

Day of Week	Time	System Availability	Skyward Update Activity
Saturday	6:00pm - 10:00pm	Limited system availability	
Every 3rd Saturday	6:00pm - 2:00am	System may not be available	Releases

4. ***Effect of Termination.*** In the event of the expiration or termination of this Agreement for any reason, NEFEC shall take such action as is reasonably requested by the district in connection with the relocation of the data to a new hosting service.

EXHIBIT B

Form of Language to be Included in Board Sublicense Agreements

1. ***Certified Administrator***. Board acknowledges and agrees to have at least one employee or third-party contractor that has been deemed a Certified Administrator by NEFEC on their current version of the software provided by NEFEC to board. The Certified Administrator must have completed training and/or certification classes with NEFEC's certified instructors on the administration of the software provided by NEFEC to board. Board also acknowledges and agrees that in order to obtain whole version product upgrades, their Certified Administrator(s) may be required to attend training and/or certification classes that explain how to upgrade and administrate the new version of the software products.

2. ***Super Administrator***. Board shall designate one or more Super Administrators in accordance with data privacy and security requirements of FERPA. Through the Super Administrator(s), Board shall be responsible for assigning and maintaining Roles and Custom Roles (both as defined in the data privacy and security requirements of FERPA) and in order to ensure disclosure of personally identifiable information solely to users with a legitimate need to carry out the purposes of this Agreement.

3. ***Directory Maintenance***. Board is responsible for maintaining a directory of User IDs for all Authorized Users and associating each User ID with one or more Roles or Custom Roles. Board is responsible for ensuring that its Authorized Users use only their respective assigned User IDs and do not use another's User ID. Board will adopt and maintain such security precautions for User IDs and passwords to prevent their disclosure to, and use by, unauthorized persons.

4. ***Disclosures***. Through the Super Administrator, board will implement a process to ensure that data aggregated by board for analysis is disclosed only to authorized representatives of board. The Super Administrator may approve disclosures of personally identifiable information to a third party application provider only if specifically authorized by board or if the third party application provider is an authorized representative of a State Educational Agency with respect to its functions for evaluating and ensuring compliance with federal and state supported education programs, board has entered a written or electronic agreement with such third party application provider to obtain services from such provider, the disclosures are needed to provide such services, and such agreement provides that the personally identifiable information will be used only for that purpose and that the personally identifiable information will be destroyed when the service is terminated or when the board data is no longer needed for that purpose.

5. ***Indemnification***. NEFEC's licensors shall have no liability to board with respect to any infringement or claim thereof that is caused by (i) the use of the software provided by NEFEC to board in a manner for which it was neither designed nor contemplated, or (ii) any unauthorized modification of the software provided by NEFEC to board or combination of the software provided by NEFEC to board with any other product that causes the software provided by NEFEC to board thereof to become infringing.

ATTACHMENT # 24-051-A27 TO CONTRACT # 731-24-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2023, to June 30, 2024, unless otherwise amended/extended by mutual agreement.

I. OBLIGATIONS OF NEFEC:

NEFEC hereby agrees to the following:

A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed $200,000.00 per project.
J. To issue day labor project permits for any construction projects estimated to cost $200,000.00 or less and perform code compliance inspections.
K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

A. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
B. To designate Dir. of Facilities, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
C. To provide temporary office space as needed by staff.
D. To pay NEFEC $26,490.12, which is a proportionate share of the agreed upon budget for FY 2023-2024. Participating districts include Baker, Gilchrist, Hamilton, Levy, Suwannee and Union Counties.
E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2024.

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

ATTACHMENT #24-051-A43 TO CONTRACT #731-24-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS NEFEC, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

I. OBLIGATIONS OF NEFEC:

NEFEC agrees to the following:

A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems to include action planning for Recruitment and Retention.
B. Facilitate networking and sharing of best practices.
C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
E. Provide training and support for implementation of Skyward Fast Track.
F. Assist participating districts in developing recruitment programs and marketing materials.
G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
H. Coordinate with district staff to plan a recruitment event for the Northeast Florida Region based on district's needs.
I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options, and community involvement in welcoming and supporting new teachers.
J. Work with districts on grow your own teacher initiatives.
K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
L. Assist districts with the use of Human Capital Management System data.
M. Facilitate Human Resource related professional learning as needed.
N. Provide technical assistance with legislation.

II. OBLIGATIONS OF THE BOARD:

The Board agrees:

A. To designate the following district staff member Director of HR, to act as the Human Resource Management Network contact.
B. To pay NEFEC $4,946.16 based on $.66/FTE 5,676, (FTE figures are based on the 2022-2023 FEFP Third Calculation minus Family Empowerment Scholarship (FES) students as of February 2023), plus $1,200.00 base fee. NEFEC will invoice the Board upon receipt of this properly signed contract.
C. To cooperate expeditiously in all matters requiring concurrence or approval in order that NEFEC will not be unduly delayed in performing contractual obligations.
D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.