



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-05-19 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

ITEM No.:  
**EE-23.**

**TITLE:**  
Recommendation of \$500,000 or Greater - FY21-050 - Gradebook Software Application

**REQUESTED ACTION:**  
Approve the recommendation to award the above Agreement. Contract Term: July 1, 2020 through June 30, 2023, Three (3) Years; User Department: Information Technology (IT); Award Amount: \$902,781; Awarded Vendor(s): Wazzle, LLC; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
Wazzle, LLC provides the District with Pinnacle Gradebook software. Pinnacle is critical software utilized by all teachers, administration, students, and parents to track student attendance, grades, and schedules.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
  Goal 2: Safe & Supportive Environment   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$902,781. The funding source will come from the IT operating budget. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreement (4) Master Signed Agreement

**BOARD ACTION:**  
APPROVED  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Phillip H. Dunn	Phone: 754-321-2607
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature  
*Maurice Woods*  
5/12/2020, 10:25:11 AM

Approved In Open Board Meeting On:

MAY 19 2020

By:   
 School Board Chair



**EXHIBIT A**  
**SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") is incorporated into and governed by the terms of the Master Agreement by and between **The School Board of Broward County, Florida** ("SBBC") and **Wazzle, LLC** ("Service Provider") dated July 1, 2015. Unless expressly provided for in this SLA, in the event of a conflict between the provisions contained in the Master Agreement and those contained in this SLA, the provisions contained in this Master Agreement prevail.

**Services Description.** Support Services include, as and to the extent further described herein:

- Access to Service Provider Tier 2 and 3 support staff via telephone and email for reporting Product issues ("Support").
- Product Updates, which may include minor enhancements and improvements to the presently existing functionality and error corrections ("Updates").
- Release Notes and/or other documentation updates ("Documentation").

**License.** The Service Provider grants SBBC a non-exclusive, non-assignable, non-transferable license to use the Products for internal purposes in the ordinary course of SBBC's business and otherwise in the manner identified in this SLA. The term of the license grant will be for the Term of this SLA inclusive of any extensions.

**Term.** The start date for the services is July 1, 2020 and will continue until June 30, 2023 unless terminated earlier pursuant to section 5(b) of the Master Agreement.

**Extension.** SBBC may extend the Term for two (2) one (1) year periods. To exercise any extension, SBBC must first give one hundred twenty (120) days' written notice to the Service Provider prior to the expiration of the Term. Then-current rates will apply to any extension.

**Services Fees.** Support pricing is based on Table 1 and payable in annual installments. Following the execution of this SLA, payment will be due within thirty calendar (30) days.

Table 1.  
Pricing

Description	Term	Fee
Pinnacle Gradebook (Year 1)	July 1, 2020 through June 30, 2021	\$300,927.00
Pinnacle Gradebook (Year 2)	July 1, 2021 through June 30, 2022	\$300,927.00
Pinnacle Gradebook (Year 3)	July 1, 2022 through June 30, 2023	\$300,927.00
<b>Grand Total</b>		<b>\$902,781.00</b>

**Other Rates.** Onsite implementation, training, consulting, and installation services are priced at the rate of One Thousand Six Hundred Dollars and 00/100 Cents (\$1,600.00) per day plus reasonable travel expenses. All travel expenses must be pre-approved by SBBC with regard to the cost of travel and lodging. Onsite services will be charged in full day increments. Remote implementation, training, consulting, custom report development, installation services, and any additional services will be charged at the rate of Two Hundred Dollars and 00/100 Cents (\$200) per hour.

**Support Availability.** The Service Provider shall provide to SBBC telephone and email support for the current version of the Product(s) and the immediately preceding version of the Product(s) ("Support Services") on weekdays (Monday through Friday) between the hours of 7:00 a.m. and 4:00 p.m. EST except on observed U.S. federal holidays and Christmas Eve. Support services include any research and resolution activity performed by the Service Provider.

**General Support Policies.**

- a. **Error Corrections.** Upon receipt of notice of a reproducible material defect or error in the Product that causes a breach of the warranty expressly provided in the Master Agreement to which this SLA is attached, the Service Provider shall use commercially reasonable efforts to provide corrections and/or workarounds with respect to such material defect(s) or error(s) in the Product ("Error Corrections"). The Service Provider must be able to reproduce the error in the operating environment for which the Product is designed, and SBBC must meet its responsibilities under this SLA. The Service Provider will provide such error corrections only to the most current version of the Product(s).
- b. **Product Updates.** The Service Provider may release Updates at any time to Products or related Documentation. SBBC may purchase services for assistance with installing updates or integrating updates into SBBC's version of the Product at the Service Provider's rate of Two Hundred Dollars and 00/100 Cents (\$200) per hour. New software separately priced and marketed as such are not considered Updates even if the new software makes extensive use of functionality in the Product.
- c. **Delivery.** Error Corrections and Updates will be provided via the Service Provider's website <https://www.wazzlesolutions.com/>.
- d. **Integration Support.** Support Services are limited only to the Product and the third-party interfaces provided therein. The Service Provider reserves the right to charge an additional fee for changes to third-party interfaces that require changes to the Product. The Service Provider will provide updates to the interfaces with SBBC's Student Information System (currently TERMS) and Virtual Counselor System.
- e. **Support Facilities.** The Service Provider provides Support Services remotely from the Service Provider's facilities.
- f. **Support Contacts.** The Service Provider will provide Support Services to SBBC's Gradebook Managers for the receipt of Support Services ("System Administrators"). There will be one System Administrator per school.
- g. **Documentation.** The Service Provider shall provide all Documentation in electronic format to SBBC. SBBC has the right to print any number of paper copies of the Documentation at no additional charge.
- h. **Portal Page.** A portal page will be provided to the Gradebook Manager(s) ("GBM") as well as a local or toll-free number at the discretion of Service Provider.
- i. **Dedicated Support.** There will be one dedicated Tier 2 Support Representative for GBM direct calls and one Tier 2 Support Representative as a cross-trained backup on an as-needed basis. There

shall be two dedicated Tier 2 Support Representatives for GBM direct calls during peak grade reporting time periods. The dedicated Support Representative(s) will provide remote assistance and training to any new GBM at no additional charge.

**SBBC Responsibilities.** In addition to payment of Support fees, SBBC must adhere to the following in order to be entitled to receive Support Services:

- a. System Administrators. SBBC must appoint System Administrators. System Administrators must possess sufficient technical and operational knowledge to interface effectively with Service Provider support personnel and must attend applicable Product training classes. If SBBC's designated System Administrator(s) are not able or willing to act as an effective liaison with Service Provider support personnel, the Service Provider reserves the right to request a new System Administrator(s) to be appointed by SBBC and SBBC will address such request with the appropriate principal.
- b. Support Request Duties. SBBC will use the Product consistent with its Documentation. Prior to requesting Support Services, SBBC shall endeavor to identify the cause of and correct the Product inoperability, and will inform the Service Provider of its endeavors to identify or correct such Product errors. SBBC will provide reasonable assistance at the Service Provider's request, including without limitation:
  - i. adequate staff, equipment, office facilities, and remote access to the Product;
  - ii. usable and relevant test and conversion data, and other information; and
  - iii. access to any third-party services or networks required for the complete functioning of the Product.
- c. Software Update Installations. It is SBBC's responsibility for Product backups and to obtain and apply the most recent Error Corrections and Updates.
- d. Planned Relocation/Reinstallation Services. SBBC shall give the Service Provider at least thirty calendar (30) days' written notice specifying the new location prior to moving the Product. SBBC shall comply with all applicable export laws, restrictions, and regulations and agrees that it will not export the Product in violation of any such laws, restrictions, or regulations. Once relocated, the Service Provider shall support the Product in accordance with the terms of this SLA and the Master Agreement, including all attachments and amendments thereto. Relocation/reinstallation assistance is not included in Support Services. SBBC may purchase these additional services at the rates specified in this SLA.
- e. Security. SBBC is solely responsible for providing all necessary firewalls and other security measures, and for otherwise installing and maintaining the Product in a manner that protects against unauthorized access to the Product and/or SBBC's data. Support Services do not include services related to the security of the Product installed in SBBC's environment. Except as otherwise specified in the Master Agreement, this SLA, and all attachments and amendments thereto, the Service Provider providing security or implementation recommendations, the Service Provider shall have no liability to SBBC or any third party for claims arising from or related to security breaches or unauthorized access to the Product.
- f. Compliance. SBBC and Service Provider represent and warrant that they will comply with, and will cause their employees, agents, representatives and users to comply with: all applicable Federal, state and local laws and regulations applicable to its business operations; all terms of this SLA and the Master Agreement, including all attachments and amendments thereto; and any terms of use, rules, policies, procedures and guidelines to be followed when accessing the Product. SBBC shall be responsible up to the limits of Section 768.28, Florida Statutes for any non-compliance caused by its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and will indemnify and hold the Service Provider harmless from any claims arising from or related to such non-compliance, subject to the limitations set forth in Section 768.28, Florida

Statutes. Service Provider further represents, warrants, and agrees that it will comply with the provisions described in Exhibit B attached hereto and incorporated herein and will indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of non-compliance with Exhibit B; or the negligence of Service Provider or Service Provider's agents when acting within the scope of their employment.

**Support Limitations.** The Service Provider provides Support Services only for the production instance of the Product. Modification, tailoring or customization of the Product is not included in the Support Services, however SBBC may purchase these additional services at the rates specified in this SLA. The Service Provider is not responsible for providing Support Services on Products that have been:

- a. misused by SBBC or operated or maintained by SBBC in a manner inconsistent with the requirements set forth in the Documentation or this SLA,
- b. modified by any party other than the Service Provider,
- c. damaged in any manner by any cause other than an act or omission by the Service Provider,
- d. subjected to a power surge or electromagnetic field, or
- e. used with third-party software or hardware not expressly approved in writing by the Service Provider.

**Access to SBBC System.** SBBC shall provide the Service Provider with access (subject to SBBC's security procedures) to the Product and the hardware on which it resides for the purpose of providing Support Services. If required by the Service Provider, a complete description of the configuration of SBBC's third-party hardware and software will be provided to the Service Provider for the purpose of ongoing Support Services. The configuration must include exact models of hardware and the required releases of all software including operating systems, communications, LAN, WAN, and other related infrastructure that are in use in SBBC's environment.

**Support Requests.** SBBC's System Administrators may submit Support requests by calling or emailing Service Provider's Support staff. The Service Provider's Support staff shall assign to the request the Problem Severity Level (as defined by Table 2) indicated by the requestor.

Table 2.  
Problem Severity Levels.

Problem Severity Level	Description	Response Time
Level 1	<ul style="list-style-type: none"> <li>• The Product, as a whole, is non-functional or not accessible; or</li> <li>• Unauthorized exposure of all of part of SBBC Data; or</li> <li>• Loss or corruption of all or part of SBBC Data.</li> </ul>	2 hour
Level 2	<ul style="list-style-type: none"> <li>• Significant and/or ongoing interruption of SBBC's use of a critical function of the Product and for which no acceptable work-around is available; and</li> <li>• Problems which are not included in Problem Severity Level 1.</li> </ul>	8 hours

Level 3	<ul style="list-style-type: none"> <li>• Minor and/or limited interruption of SBBC's use of a non-critical function of the Product; and</li> <li>• Problems which are not included in Problem Severity Levels 1 or 2.</li> </ul>	24 hours
Level 4	<ul style="list-style-type: none"> <li>• General questions pertaining to the Product; and</li> <li>• Problems which are not included in Problem Severity Levels 1, 2, or 3.</li> </ul>	48 hours

**Response and Resolution.**

- a) Problem Severity Levels 1 and 2 Response and Resolution. For Support requests not made by telephone, within the request's Response Time of such a request, the Service Provider shall confirm to the requestor receipt of the request by the Service Provider. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the request's Response Time after the requestor makes the initial request for Support, the Service Provider will: (a) immediately escalate the request to Service Provider's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a report every four (4) hours to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every one (1) hour, provide increasing levels of technical expertise and Service Provider management involvement in finding a solution to the request until it has been resolved.
- c) Problem Severity Levels 3 and 4 Response and Resolution. For Support requests not made by telephone, within the request's Response Time of such a request, the Service Provider shall confirm to the requestor receipt of the request by the Service Provider. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the request's Response Time after the requestor makes the initial request for Support, at the sole election of requestor: (a) the Service Provider will work continuously to resolve the request; or, (b) requestor and Service Provider will mutually agree upon a schedule within which to resolve the request.

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**FOR SBBC:**

(Corporate Seal)



THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Maya A. Moore  
Reason: Wazzle Service Level  
Agreement  
Date: 2020.05.11 12:04:19 -04'00'

Office of the General Counsel


[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

**FOR SERVICE PROVIDER:**

(Corporate Seal)

Wazzle, LLC

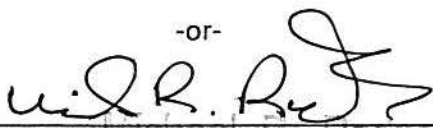
ATTEST:

By   
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Anthony V. Faulkner

Title: MANAGING MEMBER

-or-  
  
Witness MICHAEL R. RODOCKER

  
Witness Heide Dean

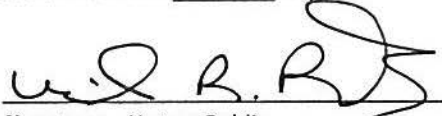
**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF MI

COUNTY OF EATON

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11th of May 2020 (date) by ANTHONY V. FAULKNER (name of officer or agent, title of officer or agent) of WAZZLE, LLC (name of corporation acknowledging), a MANAGING MEMBER (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced DRIVERS LICENCE (type of identification) as identification and who  did/ did not first take an oath this 11th day of MAY, 2020.

My Commission Expires:

  
Signature – Notary Public

MICHAEL R. RODOCKER  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF EATON  
My Commission Expires October 5, 2023  
Acting in the County of Eaton

\_\_\_\_\_  
Notary's Printed Name

(SEAL)

\_\_\_\_\_  
Notary's Commission No.



## **EXHIBIT B - ADDITIONAL SBBC REQUIREMENTS**

### **1.0 SBBC Disclosure of Education Records.**

(a) The education records listed in this section are provided to facilitate the synchronization between SBBC's student information system and the gradebooks created in Pinnacle in order that attendance and course grades can be exported from Pinnacle to SBBC's student information system to ensure accurate and timely reporting of both. SERVICE PROVIDER provides help-desk support staff, working remotely, who answer questions from SBBC schools and provide support to SBBC in maintaining Pinnacle. SERVICE PROVIDER staff, therefore, may access the education records locally stored by SBBC in Pinnacle.

(b) At minimum, SBBC will provide SERVICE PROVIDER with the following education records to enable the functionality of the software:

- 1) Student Class Schedule
- 2) Student Number
- 3) Student Legal Name
- 4) Student Preferred Name
- 5) Student Grade Level
- 6) Student Date of Birth
- 7) Student Gender
- 8) Student Race
- 9) Student Address
- 10) Student Home Phone
- 11) Student Primary Exceptionality
- 12) Student Language Classification
- 13) Student Bus Route
- 14) Parent Name
- 15) Parent Phone Number
- 16) Parent Email Address
- 17) Additional records as agreed upon by SERVICE PROVIDER and SBBC.

(c) SERVICE PROVIDER is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Education Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age eighteen (18) years or over is needed for any types or purposes of disclosures of education records beyond those listed above.

(d) This exhibit supplements the Master Services Agreement and Service Level Agreement (collectively, "Agreement") between the parties and shall supplement the Agreement only to the extent explicitly stated herein.

### **1.1 SERVICE PROVIDER Confidentiality of Education Records.**

(a) While SERVICE PROVIDER does not maintain, store, or process personal information on behalf of SBBC and all such records are entirely contained within SBBC's system utilizing SERVICE PROVIDER's software to enable SBBC to maintain, store, and process personal information and records of SBCC, SERVICE PROVIDER reasserts here that all confidentiality provisions made in the Agreement and maintains that nothing in this exhibit diminishes or lessens SERVICE PROVIDER's duties of confidentiality. SERVICE PROVIDER shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age eighteen (18) years or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under the Agreement as amended, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under the Agreement as amended and shall provide said list of employees to SBBC upon request;

4) utilize the education records solely for the purposes of providing products and services as contemplated under the Agreement as amended; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

5) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and in the event the breach of confidentiality of education records was the sole fault of SERVICE PROVIDER, take all necessary notification steps as may be required by federal, Michigan, and Florida law, including, those required by Section 501.171, Florida Statutes;

6) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

7) in the event the breach of confidentiality of education records was the sole fault of SERVICE PROVIDER, prepare and distribute, at its own cost, any and all required breach notifications, under federal, Michigan, and Florida Law, or, reimburse SBBC any direct

costs incurred by SBBC for doing so, if such reimbursement is required by Section 501.171, Florida Statutes;

8) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

9) securely erase education records from any SERVICE PROVIDER media once any such SERVICE PROVIDER media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix). SBBC shall be responsible for its own media and media equipment.

(b) All education records will remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to the Agreement as amended and claims no ownership or property rights thereto and, upon termination of the Agreement as amended shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition to the extent any such records were in the possession of SERVICE PROVIDER. SERVICE PROVIDER, however, is not a custodian of SBBC records and all such records and personal information shall be maintained locally by SBBC and not by SERVICE PROVIDER. SERVICE PROVIDER is not a third-party agent of SBBC.

## 1.2 **SBBC Disclosure of Employee Records.**

(a) SERVICE PROVIDER will utilize employee's records listed in this section to define user roles and permissions within SERVICE PROVIDER's systems, to provide teachers with access to the gradebooks for their classes in order to allow data entry of attendance and grading data.

(b) SBBC will provide the following employee records to SERVICE PROVIDER:

- 1) Teacher First and Last Name
- 2) Teacher Personnel Number
- 3) Teacher SBBC Email Address
- 4) Teacher School Location
- 5) Teacher Class Schedule

(c) SERVICE PROVIDER shall not use the employee records listed in this section for any purpose other than those listed above or re-disclose the records to any outside source without the prior written consent of the employee, except as required or allowable by law.

**1.3 SERVICE PROVIDER Safeguarding Confidential Employee Records.**

Notwithstanding any provision to the contrary within this exhibit, SERVICE PROVIDER shall:

(a) fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records;

(b) hold the employee records in strict confidence and not use or disclose same except as required by this Exhibit or as required or permitted by law;

(c) only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this exhibit;

(d) take reasonable steps to protect employee records and information to which SERVICE PROVIDER will have access through technological safeguards;

(e) notify SBBC immediately upon discovery of a breach of confidentiality of employee records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com) all such records and personal information shall be maintained locally by SBBC and not by SERVICE PROVIDER.

**1.4 Insurance Requirements.** The insurance provisions of the Master Agreement are not diminished by this exhibit. SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit SERVICE PROVIDER to remedy any deficiencies. SERVICE PROVIDER must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(a) Cancellation of Insurance. SERVICE PROVIDER is prohibited from providing services under the Agreement as amended with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(b) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.