

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT


ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS


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April 10, 2014

TO: School Board Members

FROM: Maurice L. Woods 
Chief Strategy & Operations Officer

VIA: Robert W. Runcie 
Superintendent of Schools

SUBJECT: **REVISION TO EE-5, ELLEVATION - SOFTWARE SYSTEM, FOR THE
APRIL 15, 2014 REGULAR SCHOOL BOARD MEETING**

Attached is a revision for EE-5, Ellevation - Software System, for the April 15, 2014 Regular School Board Meeting.

There is a Scribner error on page 2 of 8, in section 2.03 Pricing.

RWR/MLW/RC:sb
Attachment

c: Senior Leadership Team

2.02 **Services.** The VENDOR shall provide SBBC an annual software subscription, software updates, maintenance, training and other support services as identified in the Ellevation Proposal Prepared for Broward County Public Schools, February 12, 2014, which is attached hereto as **Attachment A** and incorporated herein by reference.

2.03 **Pricing.** SBBC shall purchase subscriptions for up to 700 users. The pricing is based on a per user subscription as stated in the Ellevation Proposal Prepared for Broward County Public Schools, February 12, 2014. **Attachment A.**

2.04 **Inspection of VENDOR's Records by SBBC.** The District or its representatives reserves the right to inspect and/or audit all the VENDOR's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the VENDOR to determine compliance with and performance of the terms, conditions and specification on all matters, rights and duties, and obligations established by this Agreement. Document/records in any for shall be open to the District or State's representative and may include but not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the VENDOR.

2.05 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Academic Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: Teddy Rice
President and Co-Founder
Ellevation LLC
211 Congress Street, 10th Floor
Boston, MA 02110

2.06 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required