

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 03/15/05	<div style="display: flex; justify-content: space-between;"> Open Agenda Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Time Certain Request Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> </div>	Agenda Item Number E-7
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TITLE:	Digital Divide Microsoft Re-licensing Agreement
REQUESTED ACTION:	Approve the re-licensing agreement between Microsoft and The School Board of Broward County, Florida for Microsoft software to be part of the Digital Divide initiative, <i>and direct that the pilot program</i>
SUMMARY EXPLANATION AND BACKGROUND:	<i>only apply to Title I schools that have gone through the DETA Program.</i> The School Board of Broward County, Florida, has consistently exhibited leadership in educational technology initiatives. Recent modifications to School Board Policy 5306, School and District Technology Usage, extend that leadership to support programs designed to bridge the Digital Divide. As a first step towards a comprehensive Digital Divide program, Education Technology Services (ETS) is planning a pilot program that will refurbish surplus classroom computers and distribute them to eligible families. This agenda item is an agreement between Microsoft and the school district enabling the re-installation of the Microsoft Office product on those computers with no cost to the district or the recipient families. This agreement allows the transfer of 2,000 Microsoft Office licenses to recipient families. Microsoft acknowledges that the school district has, over several years, purchased new software licenses for district computers as new versions of its Office product were released. This agreement allows for the "re-licensing" of a software license no longer in use by the district to a recipient family. Specific accounting of software purchases is not required, but the recipient families will be required to sign an End User Agreement which ETS will maintain on file.
SCHOOL BOARD GOALS:	✓ •Goal One: All students will achieve at their highest potential. •Goal Two: All schools will have equitable resources. •Goal Three: All operations of the school system will demonstrate best practices while supporting student achievement. •Goal Four: All stakeholders will work together to build a better school system.
FINANCIAL IMPACT:	There is no financial impact to the School District.
EXHIBITS: (List)	1. Microsoft Re-licensing agreement 2. Executive Summary 3. Microsoft Special End User Software License Agreement – Microsoft Office 98 4. Microsoft Special End User Software License Agreement – Microsoft Office 2000 Macintosh Edition
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:
APPROVED AS AMENDED	Vijay Sonty 754-321-0400
(For Official School Board Records' Office Only)	Donnie Carter 754-321-2610
	Name Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Donnie Carter, Deputy Superintendent, Operations

Approved in Open Board Meeting
 on:

MAR 15 2005

By:

School Board Chair

Regular School Board Meeting, March 15, 2005

Agenda Item E-7

Approved as amended. Digital Divide Microsoft Re-licensing Agreement

Amendment

Motion was made by Dr. Parks, seconded by Mrs. Dinnen, to amend the Requested Action as follows:

Approve the re-licensing agreement between Microsoft and The School Board of Broward County, Florida for Microsoft software to be part of the Digital Divide initiative, and direct that the pilot program only apply to Title I schools that have gone through the DETA Program. Ms. Gallagher and Mr. Rubinstein were absent. (7-0 vote)

EM

Official School Board Records

3/16/05

THIS AGREEMENT is made and entered into as of this ___ day of _____, 2005, by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

MICROSOFT LICENSING, GP
(hereinafter referred to as "Microsoft"),
whose principal place of business is
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137

WHEREAS, Microsoft has received SBBC's request to transfer licenses as part of SBBC's Digital Divide Program, a technology access program.

NOW, THEREFORE, Microsoft, including its subsidiaries and affiliates as appropriate, is pleased to grant permission to SBBC to transfer those of its Microsoft Office 98 MacIntosh Edition software licenses and those of its Microsoft Office 2000 software licenses that SBBC has purchased through academic volume licensing to such qualifying students as determined by the District's Technology Access Program, which is hereby acknowledged, and in return SBBC agrees that;

1.01 SBBC will require each participating student (or the parent or legal guardian if a minor) receiving such a license first execute the attached Special End User Software License Agreement which the District shall then keep on file for not less than four years and which shall be provided to Microsoft upon its request.

1.02 SBBC will not retain any copies of the transferred software or it's accompanying written materials.

1.03 SBBC will ensure that all software copied pursuant to this grant permission letter shall be true and complete copies, and shall include all copyright and trademark notices.

1.04 TO THE EXTENT PERMITTED BY LAW, MICROSOFT NOR ITS SUBSIDIARIES OR AFFILIATES SHALL BE LIABLE IN ANY WAY FOR ANY DAMAGES ARISING IN CONNECTION WITH THIS GRANT PERMISSION.

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 Information Officer
Education Technology Services
The School Board of Broward County
7720 West Oakland Park Boulevard
Sunrise, Florida 33351-6704

To Microsoft:

Microsoft Licensing, GP
Attn: Department 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137

With a Copy to:

Microsoft Corporation
Attn: LCA-WSG-US-Education
One Microsoft Way
Redmond, Washington 98052-6399

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By [Signature]
Stephanie Arma Kraft, Esq, Chair

[Signature]
Franklin L. Till, Jr., Superintendent of
Schools

Approved as to Form:

[Signature]
School Board Attorney

FOR MICROSOFT LICENSING, GP

(Corporate Seal)

MICROSOFT LICENSING, GP

ATTEST:

By [Signature]
Signature

-or-

, Secretary

Witness

Tracey Smith Field Operations Manager
Name and Title (Print above)

Witness

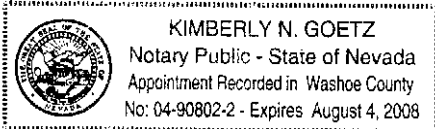
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this 1 day of March, 2008 by Tracey Smith of Microsoft Licensing, GP
Name of Person _____, on behalf of the corporation/agency.
Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:



[Signature]
Signature - Notary Public

Kimberly Goetz
Printed Name of Notary

(SEAL)

04-90802-2
Notary's Commission No.

EXECUTIVE SUMMARY

The School Board of Broward County, Florida, has consistently exhibited leadership in educational technology initiatives. Recent modifications to School Board Policy 5306, School and District Technology Usage, extend that leadership to support programs designed to bridge the Digital Divide. As a first step towards a comprehensive Digital Divide program, Education Technology Services (ETS) is planning a pilot program that will refurbish surplus classroom computers and distribute them to eligible families. This agenda item is an agreement between Microsoft and the school district enabling the re-installation of the Microsoft Office product on those computers with no cost to the district or the recipient families.

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Education Technology Services (ETS) is teaming with the Title I Parent Involvement program for a program pilot from January to June, 2005. ETS will oversee the computer surplus and refurbish procedures, and Title I will distribute the computers to families who graduate from their technology literacy program. Using the Sterling Plan-Do-Study-Act methodology, the results of the program pilot will be evaluated to improve the process. Although the pilot program has a goal of only 200 computers, this agreement provides the capacity to expand the program if the pilot is successful. ETS is pursuing similar re-licensing agreements with other software vendors for this program.

MICROSOFT SPECIAL END USER SOFTWARE LICENSE AGREEMENT
FOR STUDENT RECIPIENTS
OF SOFTWARE PREINSTALLED ON REFURBISHED HARDWARE

Product: Microsoft Office 98
Donor of Software Product: Broward County Public Schools, Florida

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Recipient Student Name (print): _____ Student Id #: _____

Signature: _____ Date: _____

If 18 or older, then student must sign.

If a minor, then student's parent or legal guardian must sign on behalf of student.

MICROSOFT SPECIAL END USER SOFTWARE LICENSE AGREEMENT
FOR STUDENT RECIPIENTS
OF SOFTWARE PREINSTALLED ON REFURBISHED HARDWARE

Product: Microsoft Office 2000 Macintosh Edition
Donor of Software Product: Broward County Public Schools, Florida

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Recipient Student Name (print): _____

Student Id #: _____

Signature: _____

Date: _____

If 18 or older, then student must sign.

If a minor, then student's parent or legal guardian must sign on behalf of student.