



FLOYD COUNTY BOARD OF EDUCATION
Anna Whitaker Shepherd, Interim Superintendent
442 KY RT 550
Eastern, KY 41622
Telephone (606) 886-2354 Fax (606) 886-4550
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Linda C. Gearheart, Board Chair - District 1
William Newsome, Jr., Vice-Chair - District 3
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Floyd County Board Of Education Issue Paper

Date: July 1, 2021

Action/Discussion Item: Approve an agreement between the Floyd County Board of Education and Harris School Solutions to provide a digital coaching document for Building Level administrators to provide feedback for improvement of instructional strategies within the classroom. The agreement is valid until June 30, 2024 (three school years).

Applicable Statutes or Regulation: Board Policy states that only the Board of Education may enter into contracts and agreements.

Issue/Background: Building Level Administrators conduct walk-throughs/ coaching visits to classrooms weekly. The provided digital document contains areas for administrators to provide growth recommendations to instructional strategies within the classroom, while maintaining an overall summary of comments and strategies that will allow the entire building to grow.


Budget/Financial Issues: The cost of \$9,350.00 will be paid utilizing Title IIA Funding.

Recommended Action: Approve the agreement between the Floyd County Board of Education and Harris School Solutions for access to a digital coaching document for schools.

Contact: Davida Marson, Rachel Crider & Brent Rose
Chief(s) of Instruction

606-886-2354
Telephone


Chief of Instruction


Anna Whitaker Shepherd
Interim Superintendent

AGREEMENT

Full payment is due within thirty (30) days of account activation. If payment is not received within sixty (60) days of account activation, Harris reserves the right to deactivate accounts until payment is received in full. Further, upon written notice to Floyd County Public Schools, Harris may immediately terminate this agreement in the event that Floyd County Public Schools fail to pay any License Fees when due.

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HARRIS, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE, THE PROFESSIONAL SERVICES, THE MAINTENANCE AND SUPPORT SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED IN THE AGGREGATE AN AMOUNT THAT IS EQUAL TO THE SUM OF: THE LICENSE FEES PAID TO HARRIS BY ASCS UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE DATE OF TERMINATION.

IN ADDITION TO THE FOREGOING, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HARRIS, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND SHAREHOLDERS, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO FOR LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGE OR SUCH LOSS OR DAMAGE IS FORSEEABLE AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

The parties acknowledge that it may receive Confidential Information from the other party or otherwise in connection with this Agreement. Each of the parties agree:

- (a) to maintain the Confidential Information of the other party in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party from unauthorized use, disclosure, copying or publication;
- (b) not to use the Confidential Information of the other party other than in the course of exercising its rights or performing its obligations under this Agreement;
- (c) not to disclose or release such Confidential Information except to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall first give reasonable notice to the disclosing party prior to such disclosure so that



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the disclosing party may obtain a protective order or equivalent and provided that the receiving party shall comply with any such protective order or equivalent;

(d) not to disclose or release such Confidential Information to any third person without the prior written consent of the disclosing party, except for authorized employees or agents of the receiving party who have a need to know such information for the purpose of performance under this Agreement and exercising its rights under this Agreement, and who are bound by confidentiality obligations at least as protective of the disclosing party's Confidential Information as this Agreement; and

(e) to take such actions as may be reasonably necessary to enforce its agreements with its employees and agents, including commencing legal proceedings.



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2021-22

Item Name	Type	QTY	Hours	Days	Net price/Unit	Net Price
eWalk	eWalk User License(s)	35	-	-	\$250.00	\$8,750.00
Professional Development	Webinar Training	-	3	-	\$200.00	\$600.00
Setup and Implementation	User Setup	35	-	-	\$0.00	0
Total List Price						\$16,350.00
Discount						42.81%
Total Net Price						\$9,350.00

2022-23

Item Name	Type	QTY	Hours	Days	Net price/Unit	Net Price
eWalk	eWalk User License(s)	35	-	-	\$259.00	\$9,065.00
Total List Price						\$12,250.00
Discount						26%
Total Net Price						\$9,065.00

2023-24

Item Name	Type	QTY	Hours	Days	Net price/Unit	Net Price
eWalk	eWalk User License(s)	35	-	-	\$266.00	\$9,310.00
Total List Price						\$12,250.00
Discount						24%
Total Net Price						\$9,310.00

Grand Total: \$27,725.00

By signing you agree to the terms and conditions as set forth in this agreement.

Date of Signature: May 11, 2021

Seller

Seller Name: Michael Torrenti

Seller Title: VP of Sales

Seller Signature:

Buyer

Buyer Name: Rachel Crider

Buyer Title: Chief Instructional Officer

Buyer Signature:



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Seller

Michael S. Jorjato

Buyer

X



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Corporate Address: N. Harris Computer Corporation
(a.d.b.a Harris School Solutions)
62133 Collections Center Drive
Chicago, IL 60693-0623

Prepared By: Nathan Howell
Email: nhowell@harriscomputer.com
Phone: (412) 606-0893

Bill To: Floyd County Public Schools
106 N FRONT AVE
PRESTONSBURG, KY 41653

May 11, 2021

Harris School Solutions appreciates your interest in our observation system, eWalk. The first iteration of eWalk was created in 2007 with a vision toward increasing collaboration, improving teaching practices and simply, making it easier for schools to understand what was happening in their classrooms. The program has grown exponentially since then with continual upgrades and is currently used by over 3000 schools in over 36 states.

We pride ourselves on our dedicated customer care including system training, implementation, professional development, and ongoing customer support.

We appreciated the opportunity to learn more about your priorities and thank you for considering our solution. We always strive to deliver an individual and affordable proposal. Please feel free to contact me with any questions.

Sincerely,
Nathan Howell



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AGREEMENT FOR Floyd County Public Schools

Start Date: Jul 01, 2021

End Date: Jun 30, 2024

Duration (in months): 36

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