

50.01 43
**Hardee County Public Schools
School Board Agenda Analysis**



Author(s): Woody Caligan

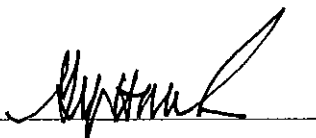
Date: July 30, 2012

Subject: Contract for Data Management Services from Heartland Data Systems **50.01**

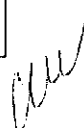
Background Information: Heartland Data Systems, Inc. has provided both DOS and Windows based data software and support to the Hardee County School Board since the inception of data collection. Max Ulm, Cheryl Skebe and their staff provide remote services to the district and updates as needed to meet state requirements.

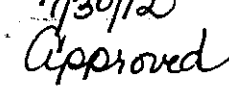
Administrative Consideration (include F.S., Rule, Authority, etc.): Each district must establish local record keeping procedures pursuant to rules 6A-1.04513 and 6A-1.0453, FAC. These rules mandate the information to be kept and submitted to the Department of Education.

Fiscal Impact: The charge is for \$51,588.00 which has already been budgeted to each location.

Director of Finance signature: 

Proposed Recommendation to School Board: Recommend that you approve the contract for student data services

Action Agenda Consent Agenda 

7/30/12
Approved  1 of 1



Heartland Data Systems, Inc.

6718 Lone Oak Boulevard, Naples, Florida 34109-6834
Phone: (239) 597-1144 Fax: (239) 597-1809

CONTRACT FOR DATA MANAGEMENT SERVICES

This is an agreement between Hardee County School Board (hereinafter referred to as "Board") and Heartland ESE Data Systems, Inc., a Florida corporation, (hereinafter referred to as "Heartland"), wherein the parties have agreed as follows:

1. **SOFTWARE:** Heartland will continue to maintain current software as needed to provide a comprehensive data base for student records; will provide such additional programming, support and assistance to assure that the system and the Board's automated student administrative records system operate as a single cohesive system PK-Adult eliminating the necessity for double entry of student data elements; will assure that the total system meets current and known future Florida Department of Education requirements for data transmittals, permanent records and local accountability; will be responsible for on-going training and orientation of Board's staff on the operation of the system; will support the current and historical records required by law for Hardee County School system.

2. **THE SYSTEM:** The system provided hereunder by Heartland

A New Era In Student Administrative Software

shall provide for, be capable of and otherwise provide the following:

2.01. TRAINING: Heartland has and will continue to provide immediate training and orientation to Board staff on program operation and data entry and as required will provide technical on-site assistance on all matters relating to the system's proper operation, including data elements, routine operation and surveys.

2.02. SINGLE ENTRY: Heartland assures that the database and client-based computer (PC) based programs operate as a single cohesive system "Genesis School" eliminating double entry of student data elements.

2.03. DOE REQUIREMENTS: Heartland assures the total software system (for student records) meets current and future Florida Department of Education requirements for data transmittal, permanent records and local accountability.

2.04. OTHER SERVICES: Other technical consulting, training, on-line database technical assistance, and over-the-phone support M-F (8:00 AM – 4:00 PM) as needed to assure successful data center operation and effective use of all portions of the student record software shall be provided by Heartland.

3. PERSONNEL: Heartland has the capability to support the system from a remote location if and when required. Heartland staff will travel on-site to the district in all cases when technical intervention is required.

4. CONSIDERATION: The parties acknowledge that the mutual covenants herein contained represent good and valuable consideration supporting this contract. Heartland shall bill Board on July 1, 2012 for the sum of \$25,794.00 which shall be paid by board within thirty (30) days of receipt of said bill. On January 1, 2013, Heartland shall bill the Board for the sum of \$25,794.00 which shall be paid by Board in thirty (30) days.

5. SOFTWARE LICENSE: In as much as the programs and documentation have become a critical system the Board depends on for vital records and services, Heartland grants the Board a perpetual usage license for all programs and related materials to the Board's staff. The Board shall retain usage rights to use all Heartland "Genesis School" modules on any computer system it may choose to operate in the future without any acquisition costs.

6. ATTORNEY'S FEES: The prevailing party in any enforcement action taken in respect of this Agreement shall be entitled to recover from the other party, all costs of such enforcement action, including, without limitations, attorney's fees, court costs and costs of appeal.

7. ENTIRE AGREEMENT: This agreement contains the entire understanding between the parties and no modification hereof shall be valid unless in writing and signed by the parties.

8. INVALIDITY: The invalidity of unenforceability of any

provision hereof shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. WAIVER: No waiver of any breach hereof shall be deemed a continuing waiver of such breach or waiver of any subsequent breach hereof.


10. NOTICE: Any notice required or permitted to be given hereunder shall be deemed given if mailed certified mail, return receipt requested (postage prepaid), and addressed as follows:
As to Board, Superintendent of Schools, Hardee County School Board, 1001-1009 North 6th Avenue, Wauchula, FL 33873, and as to Heartland, 6718 Lone Oak Boulevard, Naples, FL 34109.


11. SURVIVAL: The Warranties, representations, covenants and remedies shall survive the termination hereof.

12. TIME: Time is of the very essence of this contract. In the event either party fails to comply with any deadlines set forth herein, such breach shall constitute a default hereunder and in addition to any other remedies which it might have, either party may be entitled to enforce their rights in a court of law.

DONE AS TO BOARD this 30th day of July, 2012.

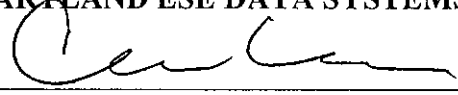
HARDEE COUNTY SCHOOL BOARD

BY: 
Chairman

ATTEST: 
Superintendent

DONE AS TO HEARTLAND this 31st day of May, 2012.

HEARTLAND ESE DATA SYSTEMS, INC.

BY: 
Cheryl Skebe, Vice-President

ATTEST: 