

STUDENT DATA SERVICES

CONTRACT FOR DISTRICT PARTICIPATION

Page 1 of 4

PANHANDLE AREA EDUCATIONAL CONSORTIUM STUDENT DATA SERVICES CONTRACT FOR DISTRICT PARTICIPATION



A contract of The School Board of Jackson County, Florida (The District), pursuant to Florida Statutes 1001.42(14) and Florida State Board of Education Administrative Rule 6A-1.099, FAC, adopting an agreement made by and between **The School Board of Washington County, Florida**, fiscal agent for **The Panhandle Area Educational Consortium (PAEC)** and The School Board of Jackson County, Florida (The District), has been reviewed by both parties. It is the decision of these participants that the contract for rendering of services and benefits shall commence as of July 1, 2025 and shall end on June 30, 2026.

WHEREAS, The District has the power and the duty among other responsibilities to cooperate with other agencies in joint programs when it is to the best interest of the district, taxpayers, the education system, and the school children of the participant, and

WHEREAS, The District agrees to participate along with other participating and member districts in the PAEC Student Data Services and

WHEREAS, PAEC is operated in compliance with all Florida Statutes and State Board of Education Administrative Rules, with all charges and assessments for services being made as recommended by the PAEC Student Data Services Advisory Committee and approved by the Board of Directors of PAEC (a/k/a PAEC Student Data Services).

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto contract and agree as follows:

I. SERVICES TO DISTRICT. The specific services to be provided pursuant to this agreement by PAEC Student Data Services relate to the Focus Student Information System (SIS), and are:

- A. Student Information System recommendations for compliance with Florida Department of Education (FLDOE) student database and student reporting requirements.
- B. Help desk support will be provided for only district level MIS primary and/or backup contact(s) to provide technical assistance to any SIS application related problem Monday-Friday 8am-5pm Eastern time, excluding holidays scheduled by PAEC District of Record, the Washington County School Board. Programming bugs and enhancement requests will be escalated by PAEC Student Data Services to Focus School Software as necessary and district MIS contacts will be copied.
- C. Upon mutually agreed dates, each district may utilize up to two days per year on-site with a Student Data Services staff member for either consultation with only primary and/or backup contact to provide technical assistance on any SIS application related problem or training for district staff on any SIS application related procedures.
- D. Training of district MIS contact:
 1. Regularly scheduled webinar training sessions to cover topics suggested by PAEC and the districts MIS contacts.
 2. Quarterly training sessions on pertinent procedures involving the Student Information System.
 3. Other specific needs recommended by the Advisory Committee of PAEC Student Data Services and approved by the PAEC Board of Directors.
- E. Weekly hot topic email newsletter.
- F. Web repository of training documents and videos.
- G. Custom PHP programs, Custom SQL Reports, and Custom SQL Integrations as deemed necessary by PAEC Student Data Services.
- H. Import Templates and Instructions for use as deemed necessary by PAEC Student Data Services.

STUDENT DATA SERVICES

CONTRACT FOR DISTRICT PARTICIPATION

Page 2 of 4

II. GOVERNANCE. The PAEC Board of Directors has established the PAEC Student Data Services entity to work with districts on their SIS needs. As part of its work, PAEC Student Data Services shall have an Advisory Committee. The Committee shall assist the PAEC Executive Director in the overall management of PAEC Student Data Services. The Advisory Committee shall consist of one (1) voting member from each district, appointed by the district Superintendent or equivalent for districts without a Superintendent and that person will serve as the primary MIS contact (POC) between PAEC Student Data Services and the district. POCs will designate an alternate contact. The POC and the alternate will serve on the Committee until 1) a staff change is made prohibiting the appointed representative to serve, or 2) a notice is received by the Superintendent or designee that a change is being made. A quorum must be present to take action. The Committee will have a chair and a co-chair who will serve two (2) year terms on alternating rotations. The chair and co-chair will be elected by the Committee.

III. DISTRICT RESPONSIBILITIES

- A. Provide and report accurate and clean data.
- B. Responsible for attending conference calls and trainings.
- C. Responsible for troubleshooting before reporting and providing clear and concise examples when reporting issues.
- D. Responsible for importing data (i.e. test scores) into the system.
- E. Responsible for facilitating internal training to district personnel.

IV. PAEC ASSETS. Training and Website materials provided by PAEC Student Data Services are strictly for the internal use of participating districts, including their administrators, staff, teachers, students, and parents. These materials remain the property of PAEC Student Data Services and cannot be reprinted, duplicated, sold, or distributed to anyone outside the participating school or school district without the express written consent of PAEC Student Data Services.

V. DISTRICT FINANCIAL PARTICIPATION. The District will pay for services received through participating in the PAEC Student Data Services program. All assessments will be based on actual costs incurred, prorated among participants on a base of \$16,500 plus a sum per unweighted FTE. Each participating district hereby agrees to pay, a sum of \$2.04 per most recent unweighted FTE 3rd calculation or October student count if FTE information is unavailable for a district plus the Workforce Development Information System (WDIS) Adult General Education (AGE) unduplicated headcount as per the 2023-24 year's enrollment. This contribution shall be the total obligation of each participating district during the agreement year. Payment must be made by the District and received by PAEC by September 15th.

VI. TERMS OF AGREEMENT. The term of this agreement with PAEC Student Data Services shall commence as of July 1 of each school year (the "renewal date") and shall end on June 30 of each school year (the "termination date") unless the participating district chooses to renew this contract for an additional year. Each District entering into a contract with PAEC Student Data Services shall do so effective July 1 unless specified to the contrary.

VII. TERMINATION/SUSPENSION OF AGREEMENT

A. TERMINATION BY DISTRICT

Written notice of intent to withdraw ("Terminate") from participation in the PAEC Student Data Services program must be provided by the participating district to the PAEC Executive Director at least

STUDENT DATA SERVICES

CONTRACT FOR DISTRICT PARTICIPATION

Page 3 of 4

six months prior to the renewal date. This contract will automatically renew for an additional 1-year period if such written notice is not received in time by the PAEC Executive Director.

B. SUSPENSION OF SERVICES BY PAEC

The Board of Directors of PAEC may suspend and decline to provide services to a participating district because of failure to:

Make full payment by October 1st.

For DRS schools, provide proof of agreement with their statutorily assigned university affiliate (s. 1003.32, FS) by October 1st.

C. WITHDRAWAL BY FISCAL AGENT

The fiscal agent must provide written notification by certified mail to the Superintendent/DRS Director of each participating district if services are to be discontinued. Notification must be received at least six months prior to the renewal date (July 1st).

VIII. ADMINISTRATIVE/STAFFING. PAEC Student Data Services is administered under the PAEC Board of Directors. Washington County Schools will serve as the Fiscal Agent and District of Record. PAEC Student Data Services staff will be under the supervision of the PAEC Executive Director and function as part of the consortium staff. The Student Data Services program shall contribute its pro-rata share of the PAEC/Fiscal Agent Annual Agreement and PAEC Overhead Funding Plan.

IX. EQUIPMENT PURCHASES AND TRANSFERS. The equipment purchased to facilitate the center operation will be vested in the PAEC District of Record, the Washington County School Board, according to the present PAEC Agreement. If the PAEC Student Data Services program is transferred to another District of Record, all equipment purchased with PAEC Student Data Services program funds will be transferred to the new district upon approval of the PAEC Board of Directors.

X. FERPA STATEMENT. PAEC recognizes that the District is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that PAEC may have access to student information. PAEC agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Data that is protected by FERPA and, therefore, agrees that with respect to all Data that is protected by FERPA, to the extent that PAEC accesses unencrypted Data that is subject to FERPA, PAEC will comply with all obligations of a School Official with respect to such access.

XI. PUBLIC RECORDS: To the extent that PAEC meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, PAEC must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

- A. Keep and maintain public records required by the District to perform the service.
- B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

STUDENT DATA SERVICES

CONTRACT FOR DISTRICT PARTICIPATION

Page 4 of 4

the duration of the contract term and following completion of the contract if records are not transferred to the District.

- D. If PAEC transfers all public records to the District upon completion of the contract, PAEC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PAEC keeps and maintains public records upon completion of the contract, PAEC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District custodian of public records, in a format that is compatible with the information technology systems of the District.
- E. If PAEC has questions regarding the application of chapter 119, Florida Statutes, to PAEC's duty to provide public records relating to this agreement, contact the custodian of public records at the District.
- F. PAEC acknowledges that the District cannot and will not provide legal advice or business advice to PAEC with respect to its obligations pursuant to this section related to public records. The party further acknowledges that it will not rely on the District or its counsel to provide such business or legal advice, and that the party has been advised to seek professional advice with regard to public records matters addressed by this agreement. The party acknowledges that its failure to comply with Florida law and this contract with respect to public records shall constitute a material breach of this contract and grounds for termination.

For the above-described services, The District agrees to pay The District School Board of Washington County, Florida, fiscal agent and District of Record for PAEC the sum total of \$28,188.45 - payable upon execution of this contract.

BOD approval: April 9, 2025

WCSB approval: April 14, 2025