

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)  
HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL  
BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, TO  
PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED  
TO AS THE TRACK APPLICATION AND RELATED SUPPORT SERVICES:**

This contract period shall be from the date of execution to June 30, 2020, and shall remain in effect for a term of one (1) year from said date and shall automatically be renewed for subsequent one (1) year terms on the anniversary date unless modified or terminated by written agreement of the parties.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide the Track Application and selected services associated with this web-based staff professional learning management system as follows:

- A. To provide instruction on access to the Track Application website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Track Application website.
- C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish Track Application Committees comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

**II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To designate Mary Ann Chaney as district administrator and first line of contact for users.
- B. To pay the district assessment of \$10,228.75 for school year 2019-2020 (based on 2018-2019 FEFP Third Calculation figures at \$1.75 per FTE).  
Subsequent fee assessments will be calculated from the previous year's FEFP Third Calculation at \$1.75 per FTE. All invoices are due in thirty (30) days from the date of the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

**III. MODIFICATION OF CONTRACT**

This contractual attachment may be amended only by an agreement executed in the same manner as the original.

**IV. GOVERNING LAW AND VENUE**

This agreement will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

**V. INDEMNIFICATION**

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, officers, or employees in the provision of services or performance of duties by Contractor pursuant to this Agreement.

**VI. SOVEREIGN IMMUNITY**

Nothing contained in this Agreement shall be interpreted or construed to mean that the Client waives its common law sovereign immunity, or the limits of liability set forth in Florida statutes.

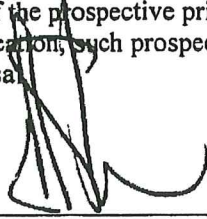
**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

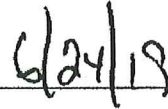
**VIII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it, and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency;
  - b. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
  - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.



John T. Selover, President



Date

**IX. SWORN STATEMENT UNDER SECTION 2871/1333(3) (A),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary  
public or other officer authorized to  
administer oaths.)

STATE OF FloridaCOUNTY OF Washington

Before me, the undersigned authority, personally appeared John Selover, who,  
being by be first duly sworn, made the following statement:

1. The business address of Florida Learning Alliance (Contractor)  
is \_\_\_\_\_.
2. My relationship to Florida Learning Alliance (Contractor)  
is President (relationship such as sole  
proprietor, partner, president, vice president).
3. I understand a public entity crime as defined in Section 287.133 of the Florida  
Statutes includes a violation of any state or federal law by a person with respect to  
and directly related to the transaction of business with any public entity in Florida or  
with an agency or political subdivision of any other state or with the United States,  
including, but not limited to, any bid or Contract for goods or services to be  
provided to any public entity or such an agency or political subdivision and  
involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or  
material misrepresentation.
4. I understand "convicted" or "conviction" is defined by the statute to mean a finding  
of guilt or a conviction of a public entity crime, with or without an adjudication of  
guilt, in any federal or state trial court of record relating to charges brought by



indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is \_\_\_\_\_, a copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

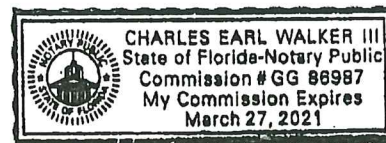
Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the 24 day of June, 2019.

Charles Earl Walker III  
Notary Public

(affix seal)

March 27, 2021  
My Commission Expires

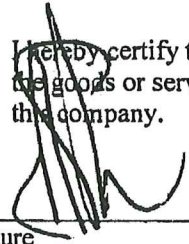


**X. CONFLICT OF INTEREST STATEMENT/CERTIFICATION**

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

**SECTION I**

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

  
 Signature

Florida Learning Alliance, Inc.  
 Company Name

John T. Selover  
 Name of Official (Type or Print)

3841 Reid Street  
 Business Address

 \_\_\_\_\_  
 Date

Palatka, FL 32177  
 City, State, Zip Code
**SECTION II**

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

 \_\_\_\_\_  
 Signature

 \_\_\_\_\_  
 Company Name

 \_\_\_\_\_  
 Name of Certifying Official

 \_\_\_\_\_  
 Business Address

 \_\_\_\_\_  
 Date

 \_\_\_\_\_  
 City, State, Zip Code

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties,  
set their hands and seal on this the 24 day of SEPT, 2019.

**APPROVED AND RECOMMENDED FOR SIGNING**

**Florida Learning Alliance, Inc.**

  
by Dr. Patrick Wnek, Treasurer

Dated: 8/8/19

**District School Board of Suwannee County**

  
by Ted L. Roush, Superintendent

Dated: SEP 24 2019

  
by Ed DaSilva, Chairperson

Dated: SEP 24 2019

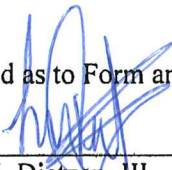
"Approved as to Form and Sufficiency  
BY   
Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"

EXHIBIT A

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must 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 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2018), for additional record keeping requirements.

**REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES**

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2018).