

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between the Santa Rosa County School Board, the governing body of the Santa Rosa School District (hereafter "Sponsor") and The University of West Florida for and on behalf of its Board of Trustees, a public body corporate, and a Florida public post-secondary educational institution (hereafter "University").

The terms of this Agreement are intended to provide the administrative framework for Sponsor and the University (the "Parties") to cooperate in the performance of this project. The University shall make all reasonable efforts to perform the scope of work as outlined in Appendix A hereto and University's proposal dated March 3, 2014 attached and incorporated herein.

ARTICLE 1 – STATEMENT OF WORK

The University shall provide the necessary personnel and facilities to conduct the work of this agreement for the project titled "Instructional Evaluation Application Project" (the "IEA" or the "Work") as further described on Appendix A.

ARTICLE 2 – PERIOD OF PERFORMANCE

This Agreement shall begin upon execution of this Agreement by both parties and shall not extend beyond August 31, 2016 unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Appendix A. University staff will be available for follow up consultation and assistance to the Sponsor regarding project deliverables through the ending date of this Agreement at no additional cost. Continuing support and assistance for additional periods will be provided only if the amount and scope of work is modified by amendment to this Agreement.

ARTICLE 3 – FINANCIAL SUPPORT

This is a firm fixed price Agreement in the amount of \$314,306. The Sponsor may exercise the option to renew on an annual basis for \$24,000 per year for hosting the system. Numbered invoices from University shall be sent to Sponsor in accordance with Appendix A. The invoices shall contain sufficient detail to enable the Sponsor to review and approve for payment. The financial representatives and billing addresses for each party are shown in Appendix B, List of Contact Representatives. Sponsor will provide these dedicated funds, but no other additional monies, to the University upon completion and filing of invoices of its expenditures (unless such funds are expended at the direction of the Sponsor and exceed the total anticipated expenses outlined in Appendix A). Payments to the University will be delivered in 9 installments as outlined in Appendix A within 30 days of receipt of an invoice. Payment will be made to the address of the Financial Representative in Appendix B, List of Contact Representatives.

Budgeted funds may be allocated at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced here. The following information is required for compliance with University's applicable audit requirements.

If the funding for this Agreement originates from a Federal prime source, the following information is required.

☒ This funding does not originate from a Federal source.

CFDA Number: ____ . ____ Prime Agency Award Number: _____
Name of Funding Agency: _____
Name of Funding Agency Program: _____

ARTICLE 4 – ADMINISTRATIVE CONSIDERATION

The policies of University concerning all financial expenditures shall meet all applicable local, state and federal regulations.

ARTICLE 5 – ADMINISTRATIVE PERSONNEL

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Agreement should be directed to the appropriate party's Administrative Contact, as shown in Appendix B. Any such changes made to this Agreement require the written approval of each party's Authorized Official, as shown in Appendix B.

ARTICLE 6 – AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency, the Sponsor's, and the University's audit requirements.

The University will permit Sponsor's auditors, other knowledgeable staff, or auditors engaged by Sponsor, whichever is appropriate, to have access to the records and financial statements as necessary to comply with OMB Circular A-133, [Subpart D, paragraph 400(d) (3)].

The University will make available upon request a copy of their latest annual audit report and management response to findings or its equivalent.

ARTICLE 7 – TERMINATION

Termination for Cause. Either party may terminate this Agreement in the event of failure of the University or Sponsor to fulfill any of its obligations under this Agreement. Prior to termination, University or Sponsor shall provide to the other written notification regarding the reason(s) for termination. If the parties cannot reach an agreement on the corrective measures to be taken and the schedule for corrective action, University or Sponsor may terminate this agreement by providing a minimum of thirty (30) calendar days written notice to the other. Said notice shall specify the effective time and date of termination. In the event of termination, University will be reimbursed for all work satisfactorily performed and any non-cancellable obligations properly incurred through the date of termination

Termination for Convenience. The Sponsor may terminate this Agreement for convenience by giving written notice to University at least thirty (30) days in advance of a specified date of termination. In case of termination, University shall be reimbursed for all allowable costs incurred and any non-cancellable obligations properly incurred through the date of termination.

ARTICLE 8 – MODIFICATIONS

Modifications to this Agreement may be made only in writing by authorized signatories of both parties.

ARTICLE 9 – GENERAL

The terms of this Agreement shall supercede all previous correspondence, documents, or materials related to this project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Florida and the parties stipulate that venue for any action or proceeding relating to the subject matter of this Agreement shall lie in State Courts of the First Judicial District of Florida.

ARTICLE 10 – DISCLOSURE

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event either party fails to abide by any applicable provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy, terminate this Agreement.

ARTICLE 11 – INTELLECTUAL PROPERTY

The IEA is being developed to address specific educational and administrative needs of the Sponsor. The University grants to the Sponsor a non-exclusive license to use all information and data developed by the University and included in the Work for Sponsor's public, non-profit educational and administrative purposes without further license from or payment to the University.

The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. All persons who perform any part of the work under this Agreement and who may be reasonably expected to develop intellectual property, including screening compounds or materials synthesized, must be covered by this Agreement.

The parties agree that any existing Background Intellectual Property and/or inventions and technologies of Sponsor and University existing prior to the execution of this Agreement are their separate property, respectively, and are not affected by this Agreement. Neither party shall acquire any claims to or rights in any background intellectual property and/or technologies in existence prior to the execution date of this Agreement.

As used herein, "Background Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries, patentable or unpatentable, copyrightable or uncopyrightable, including but not limited to mask works, computer software (both object and source code), databases and works of authorship, which were in existence, prior to the execution date of this Agreement or which are proprietary in nature. For the purposes of this Section, the "making" of inventions shall be governed in accordance with 35 USC Section 101 *et seq.*

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as "This project was

developed by the University of West Florida through support provided by the Santa Rosa County School Board.”

ARTICLE 12 – CONFIDENTIALITY

The University is a constituent entity of the State University System of Florida and is subject to the provisions of Chapter 119, Florida Statutes, except as exempted in §1004.22 Florida Statutes, in connection with sponsored research projects. To this end, materials or information that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, or proprietary information received, generated, ascertained, or discovered during the course of research conducted within the state universities shall be confidential and exempt from the provisions of s.119, particularly s.119.07(1), except that a division of sponsored research shall make available upon request the title and general description of a research project, the name of the University researcher, and the amount and source of funding provided for such project. The parties hereto agree that information furnished hereunder shall be treated as confidential information. The parties technical representatives are responsible for initiating a confidential disclosure agreement and forwarding it to the contractual representatives for execution (available from Office of Research).

ARTICLE 13 – ENCUMBRANCE

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party. However, the Agreement shall run with the parties hereto and their successors.

ARTICLE 14 – HEADINGS

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any sections.

ARTICLE 15 – SURVIVAL

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

ARTICLE 16 – INTERPRETATION

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include the persons or entities succeeding to their respective functions and capacities.

- (a) If a party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other and request clarification or the interpretation of such provisions.

- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

ARTICLE 17 – SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

ARTICLE 18 – FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE 19 – NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

ARTICLE 20 – ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles 1-21
2. Appendix A: Scope of Work and Compensation, including University's proposal dated March 3, 2014
3. Appendix B: Contact Representative Information
4. Appendix C: Additional Terms and Conditions

And constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

ARTICLE 21 – ENDORSEMENTS

IN WITNESS WHEREOF, the Santa Rosa County School Board, the governing body of the Santa Rosa School District and University of West Florida for and on behalf of its Board of Trustees, in pursuance of due and legal action, have executed these presents causing its name to be signed by its duly authorized representatives, on the day and year first written below.

SANTA ROSA COUNTY SCHOOL BOARD

By: _____

Tim Wyrosdick
Superintendent of Schools

Date: _____

**THE UNIVERSITY OF WEST FLORIDA
FOR AND ON BEHALF OF ITS BOARD
OF TRUSTEES**

By: _____

Richard S. Podemski, Ph.D.
Associate Vice President for Research
Division of Academic Affairs

Date: _____

**Contract Template Approved for form and
legality by Office of University Counsel**

FID # 59-6000845

FID #: 59-2976783

APPENDIX A: SCOPE OF WORK AND COMPENSATION

This is a firm fixed price contract in the amount not to exceed \$290,306 to cover Salaries, Expenses and other costs associated with the Instructional Evaluation Application project, as shown on the following University proposal and/or quotation (the "IEA" or the "Work").

The following deliverable items are due pursuant to the time table identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
System Analysis	June 30, 2014	\$31,881
System Design	August 30, 2014	\$31,450
System Development 50% complete	December 30, 2014	\$49,140
System Development 100% complete	April 15, 2015	\$39,451
Security	July 1, 2015	\$20,000
Testing and Start Documentation	August 30, 2015	\$48,140
Documentation and Training	August 30, 2015	\$36,311
Hosting	August 30, 2016 and ongoing annually	\$24,000
Compliance	August 30, 2016	\$33,933
Total Agreement		\$314,306

The services requested by the Sponsor which are to be provided by University under this Agreement constitute educational services that will result in copyrighted materials. Accordingly, the requirement for requesting competitive solicitation is waived under the provisions of FAC6A-1.012(11).

University's Tasks:

The University will supply personnel and resources to accomplish the scope of work at the price in the proposal/cost quotation as shown in the following pages.



Scope Statement and Proposal

Santa Rosa County School District

Instructional Evaluation Application (IEA)

The purpose of this document is to define the scope of the project. This document includes the definition of business objectives, as well as boundaries of the project in multiple dimensions including approach, deliverables, milestones and price.

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DRAFT

A. Executive Summary

This proposal is for the development of a web-based application for the Santa Rosa County School District (SRCSD) to replace their current Instructional Evaluation System. This application will be a user friendly way to evaluate Teachers, Employees and Administration performance.

B. Project Team

The Haas Center will team up with the Innovation Institute to develop a web based Instructional Evaluation System. The expertise of both the Haas Center and Innovation Institute at UWF will be instrumental in the design and implementation of the Instructional Evaluation System.

The Innovation Institute works on a variety of different projects to solve many of higher education's toughest challenges through collaboration with each of the colleges, our faculty, experts in the community and students. The Innovation Institute is different by design, using visionary next steps to help institutions solve the big, messy problems and survive in a rapidly changing higher education landscape using cost effective and scalable solutions.

Dr. Northrup is the Associate Provost of Academic Innovation and the inaugural Executive Director of the University of West Florida's new Innovation Institute. She has spent her career engaged in transformative educational projects with the goal of solving some of education's toughest challenges. Most recently, Dr. Northrup is leading Florida's legislatively funded degree completion initiative for the state where policy and best practice will emerge regarding competency-based education, prior learning assessment and reducing the cost of education.

Dr. Dawson develops working methods for integrating emerging technologies into collaborative instructional design and developmental processes for online professional development, performance support and learning projects. He coordinates two Information Technology undergraduate degree programs in the Department of Applied Science Technology and Administration at UWF.

Dr. Charlotte Boling is a life-long learner and educator. She is currently an Associate Professor at the University of West Florida in the Teacher Education and Educational Leadership Department. Charlotte received her doctoral degree in Curriculum and Instruction from the University of Southern Mississippi. Additionally, Charlotte serves as department chair overseeing all faculty and curricular responsibilities.

Dr. Dallas Snider is an Assistant Professor in the Computer Science Department at the University of West Florida. Before joining UWF, he worked as a data warehouse developer for Northrop Grumman Information Systems and prior to that as a database application developer for Acxiom. Dr. Snider's teaching and research interests include data mining, data warehousing, information visualization and software development.

The Haas Center has experience providing a wide variety of IT based solutions, as well as developing a range of applications, including automation tools, web-based forms, websites and research tools. The Haas Center has also developed a comprehensive Economic App that provides the most current economic data for the Nation, State and FL MSA's.

Martin Roddy is responsible for managing the day to day operations of the IT department in addition to creating and maintaining the Haas Center website. Martin earned his B.S. in Information Technology Digital Enterprise, along with two minors in Marketing and E-Business, from the University of West Florida in 2012.

Hi Tran and his teammates have built Haas IT Infrastructure and Software Systems Design. Hi Tran designs and implements the Haas Centers database systems. Hi Tran earned his B.S.B.A. in Management Information Systems at the University of West Florida in 2010. Prior to joining the Haas Center team, Hi was a software tester for Studer Group and a software systems analyst for the Federal Aviation Administration.

Vadim Illin recently received his B.S. degree in Electrical Engineering from the University of West Florida. Currently, he is managing the mobile application development project for the Haas Center. Prior to coming

aboard with the Haas Center, Vad completed an eight month co-op with CHELCO (local power utility company) and spent nearly five years working for the Department of Defense.

William Scott is currently a student at the University of West Florida and is pursuing a degree in Computer Science. He is expected to graduate with his bachelor's degree in May 2014. His primary focus is software development and he is currently developing a cross-platform mobile application for the Haas Center. In addition to the app, he also develops software that automates various tasks for the Haas Center.

Along, with the Haas Center and the Innovation Institute it will be crucial to develop a focus group that will encompass a variety of Instructional, Education Support, and Administrative Employees. This focus group will be used for the System Analysis and Testing, and their feedback will be essential to the development of an employee evaluation system that the employees will trust and be comfortable using.

C. Business Objectives

1. Business Need (Problem)

The Santa Rosa County School District (SRCSD) would like to develop a comprehensive and detailed Instructional Evaluation System that provides a systematic solution to evaluating the art of teaching. The SRCSD would like to work with a local company that can bring legitimacy to a web based Instructional Evaluation System. The company would have to provide the following:

- A High Level of customization
 - The application will have to change to meet constantly evolving legislative requirements.
- A High Level of Customer Service
 - Must be able to respond to inquiries in a timely manner
 - Must have one point of contact for duration of the project
- A High Level of Support and Training
 - Must be able to provide support documentation. Tutorials, forum, user manual, etc
 - Must train educators on how to use the application
- A Simple, Easy to Use Web Interface
 - Needs to have straight forward and consistent Navigation throughout the application

2. Product Description (Solution)

The web based Instructional Evaluation System will be developed with scalability in mind. The application will be developed in a modular fashion to be able to handle any changes that will need to be made to the application. The project will be broken down into 4 different phases: System Analysis, System Design, Implementation and Software Delivery.

System Analysis: Analysis of current system

- Analyze Business Needs
- Gather User Requirements (Interviews and Documents)
- Validate Requirements with SRCSD
- Process Modeling (Data Flow Diagrams)
- Data Modeling (Data Flow Diagrams)

System Design: Logical and Physical Design

- Design of Employee Evaluation
 - Front-end
 - Back-end
 - Database
- Design of Administration Evaluation
 - Front-end
 - Back-end
 - Database
- Design of Instructional Evaluation
- Mobile Compatibility
- Grouping and Identifying Common Patterns
- Scalability (Capacity Planning)

Implementation: Coding

- Create High Level Documentation Design
- Writing Code Employee Evaluation (Mobile Compatible)
 - Front-end
 - Back-end
 - Database
- Writing Code Administration Evaluation (Mobile Compatible)
 - Front-end
 - Back-end
 - Database
- Writing Code Instructional Evaluation (Mobile Compatible)
 - Front-end
 - Back-end
 - Database
- Security Testing
- Load Balance Testing
- User Experience Testing
 - Alpha
 - Beta
 - System

- System Documentation
 - Source Code
 - Architecture
 - Functionality
 - Installation
- User Documentation.
 - End-user documentation
 - Administrator Documentation
 - Troubleshooting Guide

Software Delivery

- Installation
- Training
- Maintenance

The most crucial stages of development will be System Analysis and System Design, most importantly the Data Flow Diagrams (Analysis) and development of the Wireframe (Design). The Data Flow diagrams will map out the logic behind the application and the Wireframe will be a basic drawing of each page of the application. The Data Flow Diagrams and Wireframe will act as the blue print for the coding of the application and will need extensive review before finalizing. Once the System Analysis and System Design are completed and signed off on by both parties any changes that are made will affect the cost and timeline of the project.

The Implementation Phase is the largest and most labor intensive portion of the project. The Implementation Phase is where the coders will begin developing code based on the documents that are produced from the Analysis and Design. During the Implementation Phase there will be three different testing stages to allow for client input. Having the client involved throughout the duration of the development process will help us to deliver a product that will meet our client's needs. It is important to note that any changes that are brought about during the 3 testing stages that fundamentally change the scope of the project as defined in the Analysis and Design Phases could alter the project timeline and possibly increase costs.

After the code is developed for the evaluation system and a final system is created there will be Alpha and Beta testing of the evaluation system. Alpha testing is conducted by the programming team to test functionality, spelling errors, logic, etc. Once, all the corrections that were discovered during Alpha Testing have been fixed, the program will be released to the SRCSD for Beta testing. Beta Testing would allow for a small group of teachers and administrators to test the software and provide valuable feedback.

3. Deliverables

Deliverables include:

Project Milestones	Team Members	Target Date
User Requirements	Haas Center & Innovation Institute	Month 1
System Diagrams	Haas Center	Month 2
Process Modeling Diagrams	Haas Center	Month 4
Data Modeling Diagrams	Haas Center	Month 4
GUI Wireframe	Haas Center & Innovation Institute	Month 4
Phase 1 Testing	Haas Center, Innovation Institute & SRCSD	Month 7
Phase 2 Testing	Haas Center, Innovation Institute & SRCSD	Month 10
Phase 3 Testing	Haas Center, Innovation Institute & SRCSD	Month 13
Final Beta Testing	Haas Center, Innovation Institute & SRCSD	Month 15
User Manual	Haas Center & Innovation Institute	Month 17
Tutorial Videos	Haas Center & Innovation Institute	Month 17
Training of Staff and Teachers	Innovation Institute	Month 17
Final Product Installation	Haas Center	Month 18

D. Project Description

1. Scope

Features:

- Must perform evaluation of Instructional Employees
 - In Classroom
 - Out of Classroom
- Must Perform Evaluation of Education Support Employees
 - In Classroom
 - Out of Classroom
- Must Perform Evaluation of Administrative Employees
 - School Level
 - District Level
- Must be able to dynamically calculate evaluation score based on a breakdown of the employee's day
- Must have a review process by an Administrator before score is released to employee's
- Must be able to download results
- Must be able display and print results from a PDF
- Must allow employees to see scoring rubric
- System must support
 - 3,000 evaluations per year
 - 200 user at any given time
- Will be developed in C# with ASP.NET 4.5 Framework
- Data will be stored in Microsoft SQL Server 2012 database
- Formulas for employee evaluation must be dynamically calculated based off Employees day

2. Assumptions

- Data will be uploaded by SRCSD via CSV file
- Evaluation tool will reside on Haas Center Servers

3. Roles and Project Stakeholders

The following role definitions are being applied to the resources assigned to this project:

Project Sponsor	Provides executive approval for the project, has budget ownership for the project and is the major stakeholder and recipient for the project deliverables.
Project Owner	Makes final decisions and resolves conflicts or issues regarding project expectations. The Project Owner and the Project Manager have a direct link for all communication. The Project Manager will work directly with the project owner on all project clarification.
Project Manager	Provides overall management to the project. Accountable for developing and managing the work plan, securing appropriate resources, delegating the work, and insuring successful completion of the project. All project Team Leaders report to the Project Manager. The Project Manager handles all project administrative duties, communicates with Project Sponsors and owners and has overall accountability for the project.
Team Leader	Manages the day-to-day planning, operation and problem-solving so that their team meets its required level of production. The Team Leader will work closely with the Project Manager to develop project plan and to ensure that the project stays on schedule.
Team Member	Working project Team Member who analyzes, designs, and develops the application. This includes collaborating to develop high level process designs, understanding best practices for developing coding, partnering with team members to identify appropriate opportunities, and stimulating creative thinking

Stakeholders

Name	Office	Role
Tim Wyrosdick	SRC School District	Project Sponsor
Connie Carnley	SRC School District	Project Owner
Dallas Snider	UWF Computer Science Department	Project Manager, Strategy
Martin Roddy	Haas Center	Team Leader, Programming
William Scott	Haas Center	Team Member, Programming
Hi Tran	Haas Center	Team Member, Programming
Vad Ilin	Haas Center	Team Member, Programming
Pam Northrup	Innovation Institute	Team Member, Strategy
Dave Dawson	Innovation Institute	Team Leader, Training
Charlotte Boling	UWF School of Education	Team Leader, SME

E. Project Cost

Cost and Payment Schedule		
Project Cost Analysis	Cost	Payment Due
System Analysis	\$31,881.00	Monday, June 30, 2014
User Requirements		
Process Modeling Diagrams		
Data Modeling Diagrams		
System Design	\$31,450.00	Saturday, August 30, 2014
System Diagrams		
GUI Wireframes		
System Development Payment 1	\$49,140.00	Tuesday, December 30, 2014
Front End		
System Development Payment 2	\$39,451.00	Wednesday, April 15, 2015
Back-End		
System Development Payment 3	\$20,000.00	Wednesday, July 01, 2015
Security		
Testing	\$48,140.00	Tuesday, June 30, 2015
Alpha Testing Complete		
Beta Testing Complete		
Documentation & Training	\$36,311.00	Sunday, August 30, 2015
User Manual		
Tutorial Videos		
Training of Staff and Teachers		
Hosting & Maintenance (Annually)	\$24,000.00	Tuesday, August 30, 2016
Final Product Installation		
Compliance	\$33,933.00	Tuesday, August 30, 2016
Customer Support		
Total	\$314,306.00	

F. Timeline

#	Task	Assigned To	Start	End												
3	SRCSD Evaluation Application	Haas Center Innovation Institute	5/1/2014	6/27/2014												
3.1	System Analysis	Haas Center Innovation Institute	5/1/2014	6/27/2014												
3.2	System Design	Haas Center Innovation Institute	6/30/2014	8/1/2014												
3.3	Front End Development	Haas Center	8/1/2014	5/1/2015												
3.4	Back End Development	Haas Center	8/1/2015	5/1/2015												
3.5	Security	Haas Center	1/1/2015	4/1/2015												
3.6	Database Setup & Integration	Haas Center	8/1/2015	12/14/2015												
3.7	Testing	Haas Center Innovation Institute	5/1/2015	7/1/2015												
3.8	Documentation	Haas Center	5/1/2015	8/7/2015												
3.9	Installation	Haas Center	7/1/2015	7/15/2015												
3.10	Training & Documentation	Innovation Institute	7/15/2015	8/7/2015												
3.11	Maintenance	Complete Center	8/7/2015	12/31/2015												

G. Project Controls

1. Issue Management

Issues will be addressed with the Project Owner via email immediately and communicated in the bi-weekly project status report

2. Change Management

A Change Control database will be established by the Project Manager to track all changes associated with the project effort.

Change Requests will be reviewed and approved by the Project Owner.

The effects of approved Change Requests on the scope and schedule of the project will be reflected in updates to the project plan.

3. Communication Management

The following strategies have been established to promote effective communication within and about this project:

The Project Manager presents the project status to the Project Owner on a bi-weekly basis; however, ad hoc meetings will be established at the Project Manager's discretion as issues or change control items arise. The Project Owner will be notified via email on all urgent issues.

H. Authorizations

This section sets out who has authority to approve scope statement, authorize project changes and approve and accept project deliverables.

The Scope Statement will be approved by:

The Project Manager

The Project Owner

The Project Sponsor

Team Leader's

Project Changes will be approved by:

The Project Owner

The Project Manager

Project deliverables will be approved/accepted by:

The Project Owner

The Project Sponsor

I. Scope Statement Approval Form/Signatures**Scope Statement Approval Form****Project Name:** Instructional Evaluation Application (IEA)**Project Manager:**

The purpose of this document is to provide a vehicle for documenting the initial planning efforts for the project. It is used to reach a satisfactory level of mutual agreement between the Project Manager and the Project Sponsors on the objectives and scope of the project before significant resources are committed and expenses incurred.

I have reviewed the information contained in this Scope Statement and agree.

Name	Signature	Date
Tim Wyrosdick		
Connie Carnley		
Dallas Snider		
Martin Roddy		
Dave Dawson		

The signatures of the people above relay an understanding in the purpose and content of this document by those signing it. By signing this document you agree to this as the formal Project Scope Statement.

APPENDIX B: CONTACT INFORMATION

Sponsor/ Contractor Contacts		University of West Florida Contacts	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:		Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Theresa Byrd, CRA Senior Grants Specialist Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2827 (850) 474-2082 tbyrd@uwf.edu
PI/PD Technical Point of Contact		PI/PD Technical Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Tim Wyrosdick Superintendent of Schools Santa Rosa County School District 5086 Canal Street Milton, FL 32570 (850) 983-5001 (850) 983-5001 WyrosdickT@mail.santarosa.k12.fl.us	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Martin Roddy Ast. Dir., Information Technology Haas Center, University West Florida 220 West Garden St., 32502 Pensacola, FL 32502 (850) 439-5400 mroddy@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:		Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Donna Frazee Associate Director Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 850-474-7111 850-474-2082 drafrazee@uwf.edu
Authorized Official		Authorized Official	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Tim Wyrosdick Superintendent of Schools Santa Rosa County School District 5086 Canal Street Milton, FL 32570 (850) 983-5001 (850) 983-5001 WyrosdickT@mail.santarosa.k12.fl.us	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Richard S. Podemski, Ph.D Associate Vice President for Research Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 850-473-7713 850-473-7714 rpodemski@uwf.edu

**APPENDIX C:
ADDITIONAL TERMS AND CONDITIONS**

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier.

REASONABLE BASIS If this Agreement provides that either party has the ability to make a sole judgment or determination or may act upon its option, it shall only make such a determination, judgment, or exercise an option when such action has a reasonable basis. Upon the request the party which made the judgment, determination or optional actions shall notify the requesting party of its decision in writing and the basis therefor.

SEVERABILITY In the event any provision of this Agreement shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the Agreement goes to the whole of the Agreement, the Agreement is unenforceable.

NONDISCRIMINATION Neither the University nor the Sponsor will discriminate against any person on the basis of race, color, religion, sex or national origin in the implementation and performance of this Agreement.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

TRAVEL EXPENSES Where applicable, University agrees to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes or University Policy, as applicable.

EQUIPMENT Unless otherwise provided in the foregoing sections of this Agreement, title and ownership of any equipment purchased by the University in the course of completion of this sponsored project will remain with the University (as an entity of the State of Florida) upon termination.

AUDIT University shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper preaudit and postaudit thereof.

RENEWAL Unless otherwise provided in this Agreement, this Agreement may be renewed by an authorized purchase order or amendment from the Sponsor. In any event, this renewal shall be contingent upon the continued need for the service and the availability of funds for this service.

ASSIGNMENT Under no circumstances shall the Sponsor assign to a third party any right or obligation of Sponsor pursuant to this Agreement without the prior written consent of the University.

CONFLICT OF INTEREST Acceptance of this agreement constitutes the assurance of Sponsor that it has an institutional conflict of interest policy which meets federal requirements for receipt of funds.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Agreement. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Agreement. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Agreement.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within the meaning of § 768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in § 768.28, Florida Statutes.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

GOVERNING LAWS/VENUE

This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in State Courts of the First Judicial District of Florida.

AUTHORITY Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.