

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 230155  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
 WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 4/18/2023

Name of Contract Initiator: Ethan Caren Telephone #: 904-336-9603

School/Dept Submitting Contract: Information & Technology Cost Center # 9040

Vendor Name: Edupoint

Contract Title: Edupoint 1st in State pricing discount, Amendment 5 for Amendment 1

Contract Type: New  Renewal  **Amendment**  Extension  Previous Year Contract # 190128 and 220135

Contract Term: 5 years Renewal Option(s): Through 6/30/2024

Contract Cost: Discounted percentages vary from original cost as first in state.

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 370-7408-0691-9040-3706-0000-000-3  
 Funding Source: Budget Line # \_\_\_\_\_

**NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

**INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE** (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, this Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."**

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:  
 COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.  
 General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.  
 Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).  
 Workers' Compensation = \$100,000 Minimum  
 [If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED  
MAY 17 2023  
PURCHASING

RECEIVED  
SBAO 5/24/2023

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	<u>Amendment 5 to Original Agreement (190128 Amend # 1-4)</u>
Review Date <u>5/23/23</u>	
School Board Attorney <u>cnb</u>	
Review Date <u>6/5/23</u>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> DATE: <u>6-6-23</u>

# CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

**All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.**

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

**Step 1:** Contract Initiator and Vendor prepare draft contract  
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

**Step 2:** Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

**For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:**  
Initiator submits Contract Review Package to Purchasing Department - See Step 3

**For Contracts using Internal Funds Individual to each School:**  
Initiator submits Contract Review Package direct to SBAO - See Step 4

**IMPORTANT**

**Step 3:** If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

**Step 4:** If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.

Email: [contractreview@myoneclay.net](mailto:contractreview@myoneclay.net)

The SBAO will begin the contract review process and return it directly to Initiator

**Step 5:** The Initiator is responsible for finalizing the Contract which includes:

Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.  
**Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.**

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-6507  
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-6745  
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-6736

Amendment 5  
To  
**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**

Version 22.0

1. Amendment 1, item 1 is amended to clarify the first-in-state discounts available to the Licensee.

First-in-state pricing includes additional discounts based on total Florida students served as detailed below:

- Student counts used to determine discount tier will be based on the student count enumerated in new SIS agreements in Florida as well as Licensee’s student count.
- “Total Florida Students Served” is determined by the date the Synergy SIS becomes the system of record and tier discounts are applied annually at time of renewal.
- First-in-state discounts are applicable only to the base SIS modules (includes Synergy SIS, ParentVUE/Student VUE, and Gradebook) and not any optional modules.

Total Florida Students Served	Discount on Subscription License
35,000 – 100,000	30%
100,001 – 250,000	35%
250,001 – 500,000	40%
500,001 – 1,000,000	45%
1,000,001 +	50%

In acknowledgement of Gradebook being the system of record for more than 250,001 students beginning in the 2022-2023 school year, Company will issue a credit to Licensee for the additional discount. Additional discount will be given in future invoices according to the table above.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

Rob Wilson \_\_\_\_\_ President

Printed Name \_\_\_\_\_ Title

\_\_\_\_\_  
Printed name \_\_\_\_\_ Title

\_\_\_\_\_  
Signature \_\_\_\_\_ Date Signed

\_\_\_\_\_  
Signature \_\_\_\_\_ Date Signed



Amendment 1 Copy  
To

**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**

Version 17.0

1. This Agreement represents first-in-state pricing for Licensee and, as such, represents special discounts available only to Licensee.
2. This Agreement may be used by other Florida entities (school districts or consortiums) to license Synergy through Florida Intergovernmental or piggyback provisions. Subscription license pricing for future Licensees will be based on the following price structure:

<b>Core SIS</b>	
PK-12 Student Information TeacherVUE with Gradebook ParentVUE/StudentVUE portals and mobile applications	\$5.50/student
<b>Optional Modules</b>	
PK-12 Student Special Education	\$1.75/student
Online Student Registration	\$1.50/student
Assessment	\$1.75/student
LessonVUE Learning Management System	\$1.75/student
RTI	\$2.50/student
Analytics	\$3.75/student

*For Districts with greater than 20,000 students, volume discounts ranging from 5-15% may be applied based on modules licensed in original contract.*

3. Item 3.1, Payment Terms, is amended as follows:  
Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 45 days of the invoice date.
4. Item 3.2, Taxes, is amended as follows:  
All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee is currently a tax-exempt organization, but should that change in the future, Licensee agrees to pay any and all amounts equal to taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.
5. Item 4.0, Indemnification and Warranty, is amended to include Addendum A.
6. Item 6.0, Choice of Law, is amended as follows:  
This Agreement shall be governed by, interpreted under and construed in accordance with the Internal laws of the State of Florida, without reference to the rules of conflicts of law thereof.



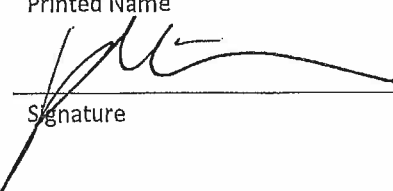
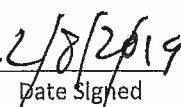
Edupoint License Agreement

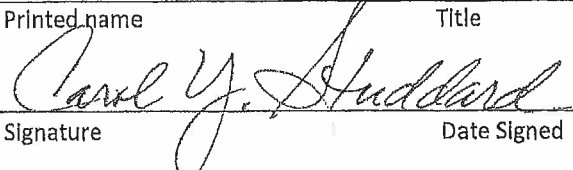
7. Item 7.3, Responsibilities in the Event of Termination, is amended to include the following:  
All data transferred to Licensee shall remain the property of Company and shall be destroyed or returned to Company within sixty (60) days upon termination of Agreement. Licensee shall send written notice to Company confirming this requirement has been fulfilled/achieved. This covenant shall survive the expiration or termination of Agreement.
- All data transferred from Licensee shall remain the property of Licensee and shall be destroyed or returned to Licensee within sixty (60) days upon termination of Agreement. Licensee shall send written notice to Company confirming this requirement has been fulfilled/achieved. This covenant shall survive the expiration or termination of Agreement.
8. Item 16.0, Limitations of Liability, is amended to include Florida State Statute 95.11, included as Addendum B.
9. Item 3.1b in Exhibit C, Support Services, is amended to include the following:  
Company Staff will be available to answer questions and resolve issues between the hours of 8:00 a.m. and 8:00 p.m. (EST) via telephone, e-mail, or web support.
10. Exhibit E (Software Source Code Escrow Services), Attachment 3 (Company's A La Carte Service Descriptions), and Attachment 6 (Data Center Infra. – Analysis and Doc.) have been removed in their entirety.
11. In addition to the two (2) hosting environments included with the purchased Dedicated hosting option, Licensee has purchased one additional environment for a total of three (3) hosting environments.

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

School Board of Clay County, Florida  
900 Walnut Street  
Green Cove Springs, FL 32043  
(904) 336-6500

Rob Wilson	President
_____ Printed Name	_____ Title
	
_____ Signature	_____ Date Signed

_____ Printed name	_____ Title
	_____ Date Signed
_____ Signature	_____ Date Signed



**Supplementary  
Payments**  
(continued)

- b. release attachments;  
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
  2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

**Coverage Territory**

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

**Who Is An Insured****Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.