

Amendment to Performance Matters  
Hosting Services Agreement dated March 2, 2015

In addition to all features included in our current Performance Matters Hosting Services Agreement dated March 2, 2015, we would like to add the Early Warning System and the Graduation Tracker by this Amendment.

Performance Matters' Early Warning System (EWS) helps you to get behind the data and stay ahead of the curve. With EWS you can identify students in need of additional help and monitoring, discover students with advanced placement or gifted potential, as well as confirm athletic and extracurricular eligibility. Using the common indicators for early warning – attendance, discipline, mobility, retention, GPA, course failures, test score, and more – administrators can easily keep track of students with multiple warnings as well as recognize those who are excelling. Easily monitor college readiness and track performance trends over time through classes, schools, and districts. EWS lets administrators engage students with interventions that support their needs as well as reward students with perfect attendance or no disciplinary issues.

Performance Matters' Grad Tracker helps school staff identify students at risk for not graduating with a few clicks of the mouse. Information includes GPA, credits earned, state assessment results, early warning system indicators, among others to assist the school staff members in early intervention for these students and assist our schools in raising the graduation rate.

The total cost for both features is \$11,250.00 for term of 3/1/2017 through 7/31/2017.

The total cost for both features is \$27,000.00 for term of 8/1/2017 through 7/31/2018. The total student count for EWS and Grad Report is 36,658. The expiration date of 7/31/2018 aligns with current Performance Matters Hosting Services Agreement dated March 2, 2015 Price Schedule below.

**Year 3: August 1, 2017 – July 31, 2018**

| PM Service                       | Count  | Unit        | Unit Price   | Total               | Due              |
|----------------------------------|--------|-------------|--------------|---------------------|------------------|
| ADMS                             | 35,830 | Per student | \$5.00       | \$179,150.00        |                  |
| OLA                              | 20,300 | Per student | \$1.00       | \$20,300.00         |                  |
| Scan Engine Image Processing Fee | 60,000 | Per scan    | \$.06        | \$3,600.00          | Billed Quarterly |
|                                  |        |             | <b>Total</b> | <b>\$203,050.00</b> |                  |

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional

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wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

All Public Records Request shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.284.6507, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://drive.google.com/a/myoneclay.net/file/d/0B5jVR-olGoaBbnVRV2hYZ25PRnc/view?usp=sharing>

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

The parties below have authorized their respective officers to execute this Amendment to Hosting Services Agreement dated March 2, 2015.

Performance Matters. LLC

By:   
Authorized Signature

Name: Adam Klaber

Title: CEO

Date: 2/27/2017

The School Board of Clay County, FL

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_