

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

Amendment

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: Janice A. Kerekes

Title: Chairman

Date: 3/2/17



TRUENOR-02

SAMFORDED

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of New Jersey, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center		
	PHONE (A/C, No, Ext): (877) 945-7378	FAX (A/C, No): (888) 467-2378	
E-MAIL ADDRESS: certificates@willis.com			
INSURED Performance Matters LLC iAssessment LLC d/b/a TrueNorthLogic 7730 South Union Park Avenue Suite #500, 5th Floor Sandy, UT 84047	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Transportation Insurance Company		20494
	INSURER B : Continental Casualty Company		20443
	INSURER C : American Casualty Company of Reading, PA		20427
	INSURER D :		
	INSURER E :		
INSURER F :			

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		B 6011429914	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B 6011429914	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B 601145358	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC611430013	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

School Board of Clay County Florida is included as an Additional Insured with respects to General Liability, when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

School Board of Clay County Florida 814 Walnut Street Green Cove Springs, FL 32043	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





## School Board of Clay County

### March 2, 2017 - Regular School Board Meeting

#### **Title**

C2 - Amendment of the Performance Matters contract to add the Early Warning System and the Graduation Tracker features to our current configuration as approved by the Superintendent in an aggregate amount not to exceed \$27,000

#### **Description**

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.

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#### **GAP ANALYSIS:**

There is a current need for all employees to be able to identify students that are at risk of not being successful in their current courses and current grade level. The Early Warning System (EWS) gives teachers, school administrators and district administrators the ability to identify students that trigger the EWS. Triggers that can be used are failing grades, number of days absent, a number of discipline referrals, non-proficiency on state and local assessments, etc. The EWS is a quick and simple way for all staff to view this information on a daily basis. For teachers, this indicator is viewed on their landing page in Unify when they log in.

The Grad Tracker feature will allow teachers, school administrators and district administrators to be able to easily and quickly identify students that have deficiencies in the graduation requirements (low GPA, too few credits, non-proficiency on state exams, etc.) and also track concordancy, grades in current courses, etc. This tool offers an invaluable asset to teachers, counselors, testing coordinators, school administrators, and district administrators.

#### **PREVIOUS OUTCOMES:**

N/A – these products have not been used in the past.

#### **EXPECTED OUTCOMES:**

Outcomes of the EWS and the Grad Tracker will include increased attendance rates, increased graduation rates, our school staff members becoming more data-driven, the ease of locating and using of data, and the ability of our school staff members to have a "one-stop shop" for all student data in a convenient location.

#### **STRATEGIC PLAN GOAL:**

N/A

#### **Recommendation**

Recommend approval of the amendment to the Performance Matters contract to add the Early Warning System and the Graduation Tracker features to our current confirmation as approved by the superintendent in an aggregate amount not to exceed \$27,000.

**Contact**

Carl Hendrick, Assistant Superintendent, Information and Technology Services Steven Amburgey, Supervisor, Information and Technology Services

**Financial Impact**

For this 2016-2017 fiscal year, the estimated amount for the entire year's expenditures is expected to be \$27,000. The funding source will be General Revenue.

**Review Comments**

**Attachments**

[Amendment - Clay County PM Signed.pdf](#)