

Hosting Services Agreement: This Hosting Services Agreement is effective May 1, 2011 between Performance Matters, LLC ("PMI") a Florida Limited Liability Company located at 1600 Lee Road, Winter Park, FL 32789 and the School Board of Clay County, Florida ("CUSTOMER") located at 900 Walnut Street, Green Cove Springs, FL 32043. The purpose of this Agreement is to facilitate access by CUSTOMER employees ("named users") to the Performance Matters' Enterprise Edition ("SERVICE") described in Attachment A.

Services: PMI shall establish and maintain the SERVICE for use by the CUSTOMER named users. CUSTOMER shall be responsible for providing its own Internet access. The SERVICE shall be capable of operating on a 24 hour a day basis, 365 days per year, other than periods of interruptions due to service maintenance and upgrades, system failure, system back-up and recovery and for causes beyond PMI's reasonable control. Notwithstanding the foregoing, the parties acknowledge that PMI shall only be responsible for providing personnel to address issues with the SERVICE, Monday through Friday, 8:00 a.m. to 5:00 p.m. (Eastern Time), excluding holidays. CUSTOMER and PMI will mutually agree to no more than four CUSTOMER employees who may log support calls with PMI.

Security & Confidentiality: PMI shall adopt, implement and maintain commercially reasonable security measures and procedures (including, firewalls, passwords, encryption, commercially available virus protection, access and use of adequate back-up computer servers, and periodic back-up of data) on a continuing basis. PMI acknowledges that the CUSTOMER data housed on the PMI System is the property of CUSTOMER and PMI agrees not to use such data for any purpose except to the extent necessary to fulfill its obligations under this Agreement. PMI agrees that it shall treat the CUSTOMER data with the same degree of care as it accords its own confidential information of a similar nature.

Fees: In consideration for providing the SERVICE, CUSTOMER shall pay the fees indicated on Attachment A. All such fees shall be payable in accordance with Local Government Prompt Payment Act, FI Statutes 218.7-218.8 following the invoice date thereof, unless noted otherwise. CUSTOMER acknowledges, understands and agrees that should CUSTOMER fail to pay PMI for any fees due and owing hereunder, PMI has the right, on not less than 30 days' prior written notice, to cease providing the SERVICE and to disable access to the Hosting Web Site or to otherwise withhold the performance of any obligation hereunder. CUSTOMER shall pay all applicable taxes now existing or hereafter imposed, levied or assessed in connection with its use of the SERVICE.

Force Majeure: Neither party shall be responsible for failures or interruptions of communications, facilities or equipment of third parties, labor strikes or slow-downs, shortages of resources or materials, natural disasters, world events, delay or disruption of shipment or delivery, trespasser interference of third parties or similar events or circumstances beyond its reasonable control.

Term: The initial term of this Agreement shall be from May 1, 2011 to April 30, 2014. Subsequent to the initial term, CUSTOMER shall receive a renewal notice from Service at least 120 days prior to renewal. This contract will renew on an annual basis under the same pricing terms unless the parties provide notice of termination 60 days prior to the initial contract terms end date. Upon termination of this Agreement PMI shall provide CUSTOMER a complete copy of all CUSTOMER data, including but not limited to all personally identifiable student information and records maintained by PMI or housed on the PMI system, in a format usable by CUSTOMER. PMI, after providing said data and personally



identifiable student information shall permanently delete all data and personally identifiable student information from its programs and systems and shall certify to CUSTOMER that deletion has taken place.

Enforcement Expenses: In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all of its taxable court costs. The venue for any litigation arising out of this Agreement shall be the state courts of Clay County, Florida.

Limitation of Liability: Notwithstanding any provision of Attachment D to the contrary PMI shall not be liable for special or consequential damages or any business losses to CUSTOMER arising out of the services provided hereunder. The remedy for any loss arising out of PMI's performance or non-performance of its obligations under this Agreement shall be limited either to correction of the non-performing condition or damages limited to a maximum of the amount of the fee paid by CUSTOMER under this Agreement.

Entire Agreement: This Agreement, the CUSTOMERS purchase order (Attachment D) and the documents referenced herein contain the final, complete, and exclusive expression of the understanding of the parties hereto with respect to the transactions contemplated by this Agreement and supersede any prior or contemporaneous agreement or representation, oral or written, by or between the parties related to the subject matter hereof. If the event of any conflict between or among the provision contained in this Agreement and the documents reference herein, Attachment D the following order of precedence shall govern: (a) Attachment D (b) the Agreement and documents reference herein. This contract may be modified only by written instrument executed by both parties.

The parties below have authorized their respective officers to execute this Agreement.

Performance Matters, LLC

School Board of Clay County

By: 
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Attachment A – Fees and Service Description
 Hosting Services Agreement
 April 14, 2011

1600 Lee Road
 Winter Park, FL 32789

Performance Matters Enterprise Edition – Special Pricing

Yearly Subscription: \$5 per student

Term	Description	Quantity	Price	Total	Due
01-May-11 through 30-Apr-2012	Performance Matters Enterprise Edition	35,305 students	\$5.00	\$176,525	
	On-line Assessment (OLA)	20,277 students	\$1.00	Waived 1 st Year	
	PM Scan Engine Installation & Setup	1	NA	\$3,500	
	PM Scan Engine Image Processing	207,000 Projected	\$0.06 per image	\$12,420	Billed Qrtly
	Reading Test Bank (Gr3-10)	20,277 students	\$1.00	\$20,277	
	Science Test Bank (Gr3-5, Gr8, Gr9)	13,535 students	\$0.50	\$6,767	
	Subtotal for PM Products			\$219,489	
	Implementation and Training*	6.5 Days	\$1,500	\$9,750	As delivered
	OLA Training	1 Day	\$1,500	\$1,500	
	Subtotal for PM Professional Services			\$11,250	
Total Charges 01-May-2011 through 30-Apr-2012			\$230,739		
01-May-12 through 30-Apr-2013	Performance Matters Enterprise Edition	35,305 students	\$5.00	\$176,525	
	Continued Use of Reading Test Bank (Gr3-10)	20,277 students	n/c	n/c	
	Continued Use of Science Test Bank (Gr3-5, Gr8, Gr9)	13,535 students	n/c	n/c	
	On-line Assessment (OLA)	20,277 students	\$1.00	\$20,277	
	PM Scan Engine Image Processing	207,000 Projected	\$0.06 per image	\$12,420	Billed Qrtly
	Total Charges 01-May-2012 through 30-Apr-2013			\$209,222	
01-May-13 through 30-Apr-2014	Performance Matters Enterprise Edition	35,305 students	\$5.00	\$176,525	
	Continued Use of Reading Test Bank (Gr3-10)	20,277 students	n/c	n/c	
	Continued Use of Science Test Bank (Gr3-5, Gr8, Gr9)	13,535 students	n/c	n/c	
	On-line Assessment (OLA)	20,277 students	\$1.00	\$20,277	
	PM Scan Engine Image Processing	207,000 Projected	\$0.06 per image	\$12,420	Billed Qrtly
	Total Charges 01-May-2013 through 30-Apr-2014			\$209,222	
Payments are net 45 day and payable in accordance with Government Prompt Payment Act					



Attachment A – Fees and Service Description
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FASTe – Formative Action System for Teacher Effectiveness – Special Pricing

\$5 per student one-time fee for contract period, no renewal fees during uninterrupted Performance Matters service when purchased prior to July 1, 2011. The price for FASTe will increase to \$7 per student if purchased after June 30, 2011.

Term	Description	Quantity	Price	Total	Due
01-May-11 through 30-Apr-2014	FASTe – Including Certification and Implementation	35,305 students	\$5.00	\$176,525	31-May-2011
	Implementation and Training	10 days	\$1,500	\$15,000	As delivered

***Professional services for Enterprise Edition Implementation and Training are outlined on Attachment B.**



Special Pricing Incentive includes the following requirements:

- One interview with Performance Matters in order to develop a one page document for marketing purposes (reviewed and approved by CUSTOMER prior to release)
- Co-present with Performance Matters after successful implementation at mutually agreed upon regional and state conferences
- Upon successful implementation : Site visit(s) hosted by CUSTOMER for interested NEFEC districts

Other Services Included: In addition to the SERVICE description provided herein, this SERVICE includes:

- On-going enhancements and updates to the Performance Matters’ Enterprise Edition (SERVICE)
- Performance Matters consortium item banks for Math (grades 1-8, Algebra I, grade 10). Access to this item bank requires active participation in the Florida item bank consortium group.
- Participation as a member of the Florida Assessment Development Consortium
- User group which includes 16 other Florida school districts
- For non-copyrighted items owned by CUSTOMER which Performance Matters can share with other school districts, Performance Matters will load the item content to the Assessment System at no charge. Copyrighted items are subject to a charge of \$2 per item.
- Exports of local assessment results in the current format aligned with the FL DOE Differentiated Accountability reporting mandates
- Performance Matters is in the design phase of an RTI module. The function for this module will be to provide data reporting and analysis in support of RTI. PM will include the RTI module/reports as a part of this contract when it is completed.
- On-line Professional Development Course (Moodle): Performance Matters will provide an on-line training course for the exclusive use of the CUSTOMER. This course content must be hosted in a secure location by CUSTOMER. CUSTOMER has the sole responsibility for installation and support of the on-line training course.

Services Not Included:

- Performance Matters’ On Line Assessment System (OLA): The Performance Matters Assessment system includes a Student On-Line Testing system which may be added to this service for an additional \$1 per student for the participating student population (\$5,000 minimum), plus one day of on-site training, billed at \$1500/day. *OLA will be provided at no charge to CUSTOMER for the first year of this contract. After the first year of this contract, normal pricing conditions apply.*
- Active Directory/Single Sign on integration may be purchased for a one-time fee of \$9,500.
- Parent Portal is not included in the base pricing and can be added for \$1.00 per student.

Service Description

Performance Matters Florida Enterprise Edition

Report/Module	Description and Use
LAGGING INDICATORS - STATE TEST PERFORMANCE	
AYP Accelerator	Predict and monitor AYP throughout the school year
Ranking Report	Student listing of previous year's state test scores & demographics for quick sorting and analysis
Cohort Comparison	Graphical depiction of cohort student performance on the FL state tests over time for any two student populations



Attachment A – Fees and Service Description
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Subject Strand Report	Student listing of longitudinal high stakes results for subject and strands.
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Report/Module	Description and Use
LEADING INDICATORS - LOCAL ASSESSMENT RESULTS	
Item Analysis	Comprehensive, detailed test analysis for every question and answer
Ranking by Benchmark	Illustrates the performance among tested standards over time and the ability to conduct sorting and advanced filtering.
Student Item Analysis	Compare all individual students answers and results for a classroom on one screen
Scores by Test	Longitudinal assessment results by student that includes advanced filtering and sorting
Benchmark Scores by Test	Analyze how students performed by state standard for each assessment test
Scores by Benchmark	Analyze student performance by strand and standard for assessment test(s)
Class Scores by Benchmark	Hierarchical drill down analysis of student assessment performance for all curriculum
Comparative Results	Compare classroom performance by standard to the school and to the district
Item Statistics	In depth "Rasch model" statistical analysis for local assessments
Strand Comparison	Compare school performance for assessments among subgroups

LAGGING AND LEADING INDICATORS - COMBINES LAGGING & LEADING RESULTS	
Student Detail	A complete student profile that includes academic and demographic details
Student Portfolio	Export selected student demographic data and provide printable student report for a given benchmark assessment
Lagging vs. Leading	Analyze student longitudinal state test scores and current assessment results on one screen
Classroom Summary	Review detailed results for state tests and assessment results by classroom
Baseball Card	Analyze a broad portfolio of student academic and demographic measures for any teacher and/or on one screen



Attachment A – Fees and Service Description
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Report/Module	Description and Use
OTHER INDICATORS - OTHER PERTINENT ACADEMIC MEASURES	
College Prep	Student performance for the ACT and SAT college prep tests; available in standalone report and Baseball Card reports
DIBELS	Separate report of student performance for all the fluency measures administered via DIBELS color coded for risk level
IDEL	Spanish version of DIBELS assessments provided in the same format as DIBELS
Lexile	Student Lexile scores color coded for grade equivalent; available as separate report and in Baseball Card reports
Stanford 10	Separate report of student performance among the academic results scored on the Stanford 10
NWEA	Separate report of student performance among the academic results scored on the NWEA
FAIR	Florida Assessment in Reading
Grades	Grades by course by student; available in Student Detail and Baseball Card v2
Attendance	Attendance events and attendance rate by student; available in Student Detail Report
Discipline	Discipline events by student; available in Student Detail Report

DASHBOARDS AND STATE COMPARISONS - MULTIPLE CHARTS ON ONE SCREEN	
District Ranking	Comparative FCAT proficiency rankings among Florida school districts
School Proficiency Growth	Interactive tabular report and scatter plot that illustrates growth in FCAT proficiency for all FL districts and schools
AYP Subgroup Proficiency Growth	Interactive scatter plot that illustrates the yr over yr proficiency among all FL districts, schools and subgroups
Opportunity Gap Analysis	Compare any school to all others in the state of Florida based upon the eight measures that make up the school grade
State Test Performance by Teacher	Compare student state test proficiency among responsible teachers with similar student subgroups via tables, charts and scatter plots
A+ Analysis	Provides predicted and actual school grades as well as student analysis among the eight measures used to calculate it
Executive Director's Report	Compare student assessment results among teachers with similar student subgroups
Management Matrix	A dashboard that combines historical results with current results with built in analysis for proficiency, progress and productivity
Proficiency Predictor	Combines previous year high stakes proficiency w/ current proficiency for local assessments by school, school type, grade level and/or subgroup
Assessment Summary	Interactive graphical, district level view of assessment results by test(s), school, school type, grade level and/or subgroup



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Report/Module	Description and Use
ADVANCED FILTERING - SIMPLE AD HOC AND SAVED FILTERING	
Gender	Male / Female
Students w/ Disabilities (SWD)	Yes / No
SWD Primary Exceptionality	SWD primary exceptionalities as available
LEP	Yes / No
LEP Category	LEP exceptionalities as available
Economically Disadvantaged (ED)	Free and Reduce Lunch
ED Category	Free and reduced lunch categories as available
Migrant	Yes / No
Ethnicity	Ethnic groups as provided
Current Grade	PK - 12
School of Enrollment	Filter for school(s) of enrollment
Gifted	Yes / No
Title 1	Yes / No
School Type	ES / MS / HS, etc
School of Instruction	Filter for school(s) of instruction (for students taking classes in multiple schools)
School Cluster	Grouping of schools configurable for the school district's needs
Teacher	Filter for teacher(s)
Course Subject/Course/Class	Filter by Overall subject, Course Name and/or Class
Student	Filter for student(s)
Custom Filters	10 custom filters available for FL customers to supplement those listed above

ASSESSMENT MANAGEMENT SYSTEM	
Tests	Admin tool to manage all assessment tests; advanced sorting and filtering
Test Events	Tools for creating and administering assessment tests on-line, plain paper or clickers
Answer Sheets	Admin tool for creating answer forms; produce dynamic custom forms or utilize Lexmark portfolio
Online Scoring	Teacher tool for on-line scoring; complimentary scoring mechanism for constructed response or selected response
Questions	Tool for searching and creating items; advanced search among multiple item banks
Passages	Tool for searching and creating passages; advance search of passages
Rubric Admin	Tool for editing/adding rubrics; flexibility to use a wide selection of rubrics or add new rubrics
Curriculum Explorer	Tool for navigating state/local standards; incorporates state standards and can be customized for local needs
Capacity Reporting	Report of assessment content by standard; an ideal reporting tool to assess depth and breadth of item content



Consulting Services

Based upon the information collected with CUSTOMER to date and Performance Matters' experience with other customers, we recommend the consulting services outlined below. Only services rendered will be billed. The pricing outlined includes travel and expenses.

Month	Consulting Service	Days	Cost	Purpose
April	Implementation Planning	1/2	\$750	PM will meet with the Clay County team to define the critical path, assessment and PD Plan
May	Performance Matters Liaison Certification	2	\$3,000	In depth training and certification for the person(s) responsible for the PM deployment w/in Clay County
	Support Desk Training	1	\$1,500	Certification training for Clay County help desk to manage Level 1 support calls
	Central Office Introductory Training	1	\$1,500	Introductory training for central office administrators to effectively use Performance Matters
	School Leaders	2	\$3,000	Estimated training days for Principals, Coaches and site-based technical resources
	Total Professional Development Services	6.5	\$9,750	

**90-Day Implementation
 Plan Overview**

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
PHASE I - Weeks 1-5													
Kickoff/Project Setup	Yellow												
Phase I Due Diligence		Yellow											
Data Setup			Yellow	Yellow	Yellow								
PHASE II - Weeks 6-7													
Data Quality Assurance						Blue	Blue						
Phase II Due Diligence						Blue	Blue						
Initial Site Build								Blue	Blue	Blue			
PHASE III – Weeks 11-13													
Professional Development											Green	Green	Green
Final Customization/Setup											Green	Green	Green

Phase I Milestones and Deliverables (approximately 35 calendar days)

- **Kickoff/Project Setup – Establish expectations and foundation for successful project**
 - Establish Timeline and Deliverables
 - Stakeholders, Roles and Responsibilities Defined
 - Project Kickoff Meeting
- **Phase I Due Diligence – Review site with Customer – ensure customer is aware of all the data sources we accept**
 - PM Site Review – Data Source Checklist Complete
 - National/Local/Other Test Data Requirements to Customer
 - SIS Requirements to Customer
 - Other/Custom Data Requirements to Customer
 - State Test Data Requirements to Customer
- **Data Setup – Setup and automate the transmission of identified data files**
 - Data files delivered to PM by Customer
 - Automated Nightly (or periodic) FTP with files included
 - FTP Setup and Tested

Phase II Milestones and Deliverables (approximately 35 calendar days)

- **Data QA – Iterative process between PM and Customer**
 - PM identifies anomalies and works with Customer on resolution
 - Clean data ready for initial load.
- **Phase II Due Diligence – Review site with Customer – Ensure Customer is aware of the different configuration options available to them. Provide configuration checklist to Customer**
- **Initial Site Build – Build and customize Customer site**
 - Load SIS core data
 - Load configuration data
 - Load State Test data
 - PM signoff on Customer site
 - Load Local, National, other data

Phase III Milestones and Deliverables (approximately 20 calendar days)

- **Professional Development**
 - CRM orientation with Customer
 - On-site Professional Development with Customer
 - Professional Development materials prepared
- **Final Customization/Setup**
 - CRM orientation with Customer
 - Nightly (or periodic) builds occurring