

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

**230155A**

Contract # \_\_\_\_\_  
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: \_\_\_\_\_

Name of Contract Initiator: \_\_\_\_\_ Telephone #: \_\_\_\_\_

School/Dept Submitting Contract: \_\_\_\_\_ Cost Center # \_\_\_\_\_

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

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

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # \_\_\_\_\_

Contract Term: \_\_\_\_\_ Renewal Option(s): \_\_\_\_\_

Contract Cost: \_\_\_\_\_

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
Funding Source: Budget Line # \_\_\_\_\_  
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**  
By Megan Robiou at 2:54 pm, May 04, 2026

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department  <b>REVIEWED</b> By Bertha Staefe at 12:30 pm, May 13, 2026	Amendment 6 to Original Contract 190128 + Amendments 1-5 _____ _____
School Board Attorney	_____ _____
Review Date	_____ _____
Other Dept. as Necessary	_____ _____
Review Date	_____ _____

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS Tentatively Approved  
Pending Required Signatures DATE: \_\_\_\_\_

# 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



# Edupoint

**190128 is the Original License Agreement** signed/effective date of 2/2019, Terms set in Exhibit A, 5 years thru 6/30/2024 (School Years: 19/20, 20/21, 21/22, 22/23, 23/24) auto renew for 1 year periods until terminated

## 7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date).

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

## 14.0 Inclusions

- i. Exhibit A – Software Licenses
- ii. Exhibit B – Application Hosting Services
- iii. Exhibit C – Software Support Services
- iv. Exhibit D – Implementation Services
- v. Company's Business Expense Policy – Attachment 1
- vi. Standard Billing Rates – Attachment 2
- vii. Non-employee/agent Access Consent Form – Attachment 4
- viii. Change Management Procedures – Attachment 5
- ix. Addendum A
- x. Addendum B

## Exhibit A

Synergy® Student Educational Platform		Subscription License					
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement.		Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Synergy® Student Information System</b>							
PK - 12 Student Information (Included)		\$41,724	\$42,141	\$42,563	\$42,988	\$43,418	\$212,834
State Reporting for Florida (Included)							
ParentVUE, StudentVUE, & Streams (Included)		\$10,980	\$11,090	\$11,201	\$11,313	\$11,426	\$56,010
Online Student Registration (Included)		\$27,450	\$27,725	\$28,002	\$28,282	\$28,564	\$140,023
Master Schedule Builder (Included)							
<b>Synergy® Learning Management System (LMS)</b>							
TeacherVUE with Gradebook (Included)		\$25,620	\$25,876	\$26,135	\$26,396	\$26,660	\$130,687
LessonVUE (Included)			\$25,620	\$25,876	\$26,135	\$26,396	\$104,027
Assessment (Included)			\$32,025	\$32,345	\$32,669	\$32,995	\$130,034
Response to Intervention (RTI) (Included)		\$45,750	\$46,208	\$46,670	\$47,136	\$47,608	\$233,372
LMS Integration (Not in Bid)							
<b>WDIS/Adult Education</b>							
WDIS/Adult Ed (Included)		\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	\$51,010
<b>Synergy® Special Education</b>							
PK - 12 Student Special Ed (Included)		\$25,620	\$25,876	\$26,135	\$26,396	\$26,660	\$130,687
<b>Synergy® Technology &amp; Appl Source Code</b>							
ST Tool Set (Object) & Appl Src Code (Included)							
<b>Synergy® Distance Learning</b>							
Distance Learning (Not in Bid)							
<b>Sub-Total Subscription Software License</b>		<b>\$187,144</b>	<b>\$246,661</b>	<b>\$249,128</b>	<b>\$251,618</b>	<b>\$254,133</b>	<b>\$1,188,684</b>
<b>3rd Party Subscription Software</b>							
--Test Item Bank (NOT IN BID)							
- GradeCam		\$0	\$27,816	\$28,094	\$28,375	\$28,659	\$112,944
<b>Sub-Total 3rd Party Subscription License</b>		<b>\$0</b>	<b>\$27,816</b>	<b>\$28,094</b>	<b>\$28,375</b>	<b>\$28,659</b>	<b>\$112,944</b>
<b>Hosting</b>							
Dedicated Hosted by Edupoint		\$35,685	\$36,042	\$36,402	\$36,766	\$37,134	\$182,029
1 Addl Environments	Yes	\$5,947	\$6,006	\$6,067	\$6,127	\$6,188	\$30,335
3rd Party Connections (10)	Yes	\$3,668	\$3,604	\$3,640	\$3,676	\$3,713	\$18,201
<b>Sub-Total Hosting Service</b>		<b>\$45,200</b>	<b>\$45,652</b>	<b>\$46,109</b>	<b>\$46,559</b>	<b>\$47,035</b>	<b>\$230,565</b>
<b>Premium Annual Services</b>							
Additional Annual Services	Selected	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- User Conference Plan (Silver) for 3 Staff	Yes	\$6,389	\$6,453	\$6,517	\$6,583	\$6,648	\$32,590
<b>Total Premium Annual Services Amount</b>		<b>\$6,389</b>	<b>\$6,453</b>	<b>\$6,517</b>	<b>\$6,583</b>	<b>\$6,648</b>	<b>\$32,590</b>
<b>Professional Services by Staff</b>			Days	Unit Cost	List Cost	Discount %	Total
- Project Managers			27	\$1,750	\$47,250	50.0%	\$23,625
- Subject Matter Experts			43	\$1,500	\$64,500	50.0%	\$32,250
- Data Conversion Specialists			1	\$1,500	\$1,500	50.0%	\$750
- Product Specialists			37	\$1,500	\$55,500	50.0%	\$27,750
- Trainers			32	\$1,500	\$48,000	50.0%	\$24,000
<b>Total Professional Services by Staff</b>					<b>\$216,750</b>	<b>50.0%</b>	<b>\$108,375</b>
<b>Total Five Year Cost (excluding estimated expenses):</b>							<b>\$1,873,158</b>

Payment for Edupoint Subscription License		Amount	Payable On	
1st Year Edupoint Subscription License		\$187,144	Due July 1, 2019	
2nd Year Edupoint Subscription License		\$246,661	Due July 1, 2020	
3rd Year Edupoint Subscription License		\$249,128	Due July 1, 2021	
4th Year Edupoint Subscription License		\$251,618	Due July 1, 2022	
5th Year Edupoint Subscription License		\$254,133	Due July 1, 2023	
<b>Total 5 Year Edupoint Subscription License</b>		<b>\$1,188,684</b>		
Payment for 3rd Party Subscription License		Amount	Payable On	
2nd Year 3rd Party Subscription License		\$27,816	Due July 1, 2020	
3rd Year 3rd Party Subscription License		\$28,094	Due July 1, 2021	
4th Year 3rd Party Subscription License		\$28,375	Due July 1, 2022	
5th Year 3rd Party Subscription License		\$28,659	Due July 1, 2023	
<b>Total 5 Year 3rd Party Subscription License</b>		<b>\$112,944</b>		
Hosting		Amount	Payable On	
1st Year		\$45,200	Due July 1, 2019	
2nd Year Hosting		\$45,652	Due July 1, 2020	
3rd Year Hosting		\$46,109	Due July 1, 2021	
4th Year Hosting		\$46,669	Due July 1, 2022	
5th Year Hosting		\$47,035	Due July 1, 2023	
<b>Total 5 Year Hosting Dedicated Hosted by Edupoint 1 Add'l Environments 3rd Party Connections (10)</b>		<b>\$230,665</b>		
Payment for On-Going Premium Annual Services		Amount	Payable On	
1st Year Maintenance for Premium Annual Services		\$6,389	Due July 1, 2019	
2nd Year Maintenance for Premium Annual Services		\$6,453	Due July 1, 2020	
3rd Year Maintenance for Premium Annual Services		\$6,517	Due July 1, 2021	
4th Year Maintenance for Premium Annual Services		\$6,583	Due July 1, 2022	
5th Year Maintenance for Premium Annual Services		\$6,648	Due July 1, 2023	
<b>Total 5 Year On-Going Premium Annual Services</b>		<b>\$32,589</b>		
Payment Schedule for Professional Services		Percent	Amount	Payable On
Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE		40%	\$38,600	Upon Phase Completion
Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE		20%	\$18,300	Upon Phase Completion
Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE		20%	\$18,300	Upon Phase Completion
Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE		15%	\$13,725	Upon Phase Completion
Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE		5%	\$4,575	Upon Phase Completion
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI			\$16,875	Due July 1, 2020
<b>Total Payment for Professional Services</b>			<b>\$108,375</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

**Total Five Year Cost (excluding estimated expenses): \$1,673,158**

Detailed Payment Schedule		Amount	Total
<b>Due July 1, 2019</b>			
1st Year Edupoint Subscription License		\$187,144	
1st Year Dedicated Hosted by Edupoint		\$45,200	
1st Year Maintenance for Premium Annual Services		\$6,389	
Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	40%	\$38,600	
Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300	
Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300	
Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	15%	\$13,725	
Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	5%	\$4,575	
	Payment Due		\$330,233
<b>Due July 1, 2020</b>			
2nd Year Edupoint Subscription License		\$246,661	
2nd Year 3rd Party Subscription License		\$27,816	
2nd Year Dedicated Hosted by Edupoint		\$45,652	
2nd Year Maintenance for Premium Annual Services		\$6,453	
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI		\$16,875	
	Payment Due		\$343,457
<b>Due July 1, 2021</b>			
3rd Year Edupoint Subscription License		\$249,128	
3rd Year 3rd Party Subscription License		\$28,094	
3rd Year Dedicated Hosted by Edupoint		\$46,109	
3rd Year Maintenance for Premium Annual Services		\$6,517	
	Payment Due		\$329,848
<b>Due July 1, 2022</b>			
4th Year Edupoint Subscription License		\$251,618	
4th Year 3rd Party Subscription License		\$28,375	
4th Year Dedicated Hosted by Edupoint		\$46,560	
4th Year Maintenance for Premium Annual Services		\$6,583	
	Payment Due		\$333,145
<b>Due July 1, 2023</b>			
5th Year Edupoint Subscription License		\$254,133	
5th Year 3rd Party Subscription License		\$28,659	
5th Year Dedicated Hosted by Edupoint		\$47,035	
5th Year Maintenance for Premium Annual Services		\$6,648	
	Payment Due		\$336,475
		<b>Total Five Year Cost (excluding estimated expenses)</b>	<b>\$1,673,158</b>

**Pricing Notes:**

- This pricing is valid until 07/14/19. Sales tax is not included.
- This proposal was based on Schools with 36,600 students.
- An expense estimate of \$32,670 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 17.5% discount applied to license fees.
- Professional Services has a 50.0% discount applied to all your professional services fees.
- Escalation of 1.0% has been applied.

**Amendment 1:** First-in-state pricing for us w/special discount (see 230155 Amendment 4 for %), listed per student pricing for other FL entities, Addendum A & B clarifications, original Agreement had 2 hosting environments so we purchased 1 more making a total of 3 hosting environments.

**Amendment 2:** trial license for ELL module thru 3/30/2021. Option to purchase at the per student cost listed in Amendment for year 1, 2, 3, 4, 5. Licensee may be canceled 30 day written notice.

Should licensee wish to purchase the ELL module upon the completion of the evaluation period, pricing will be as follows:

License period	Cost per student
Year 1	\$0.31
Year 2	\$0.63
Year 3	\$0.96
Year 4	\$1.29
Year 5	\$1.30

Costs include annual escalation of 1%.

**220135 is Amendment 3:** added Second Exhibit A thus adds "Analytics" to coincide with original 5-year Term, plus it replaced original Addendum A with new Addendum A

**Exhibit A**

2. Exhibit A is amended to include Analytics as follows:

**EXHIBIT A - Software Subscription License Agreement**  
**Clay County Schools: Analytics**  
**Total Cost by Product and Service**

Florida V21g15

Synergy® Student Educational Platform <small>The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement.</small>	Charge for 0 days	Subscription License					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
Synergy® Student Information System							
Student Information (Not in Bid)							
State Reporting for Florida (Not in Bid)							
ParentVUE, StudentVUE, & Streams (Not in Bid)							
Online Student Registration (Not in Bid)							
Wait-List / Lottery (Not in Bid)							
Master Schedule Builder (Not in Bid)							
Synergy® Learning Management System (LMS)							
TeacherVUE with Gradebook (Not in Bid)							
LMS (Not in Bid)							
Assessment (Not in Bid)							
MTSS (Not in Bid)							
One Roster Integration (Not in Bid)							
Synergy® Analytics							
Analytics (Included)			\$119,579	\$122,569			\$242,148
Synergy® Special Education							
Student Special Ed (Not in Bid)							
Synergy® Tools							
Video Conference Integration (Not in Bid)							
ST Tool Set (Object) & Appl Src Code (Not in Bid)							
Distance Learning for Synergy							
Distance Learning / Training Portal (Not in Bid)							
<b>Sub-Total Subscription Software License</b>	<b>\$0</b>	<b>\$119,579</b>	<b>\$122,569</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$242,148</b>

3rd Party Subscription Software						Total
	Year 1	Year 2	Year 3	Year 4	Year 5	
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Hosting	Prorate 47 Days	Hosting					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
Add'l Modules Hosted by Edupoint	Yes	\$471	\$3,752	\$3,845			\$8,068
3rd Party Connections	Yes	\$283	\$2,255	\$2,311			\$4,849
<b>Sub-Total Hosting Service</b>		<b>\$754</b>	<b>\$6,007</b>	<b>\$6,156</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,917</b>

Professional Services						Total
	Days	Unit Cost	List Cost	Discount %		
Project Management (0 days)						\$1,200
Train-The-Trainer (1 days)						
Data Conversion (0 days)						
External Interface/Integrations (0 days)						
All other Professional Services (6 days)						\$7,200
<b>Sub-Total Professional Services includes 7 days:</b>						<b>\$8,400</b>

**Total Five Year Cost (excluding estimated expenses): \$263,465**

Payment for Edupoint Subscription License	Amount	Payable On	
2nd Year Edupoint Subscription License	\$119,579	Due July 1, 2022	
3rd Year Edupoint Subscription License	\$122,569	Due July 1, 2023	
<b>Total 5 Year Edupoint Subscription License</b>	<b>\$242,148</b>		
Hosting	Amount	Payable On	
1st Year Hosting (Prorate 47 days)	\$754	Due July 1, 2022	
2nd Year Hosting	\$6,007	Due July 1, 2022	
3rd Year Hosting	\$6,156	Due July 1, 2023	
<b>Total 5 Year Hosting Add'l Modules Hosted by Edupoint</b>	<b>\$12,917</b>		
Payment Schedule for Professional Services	Percent	Amount	Payable On
Professional Services Cost		\$8,400	Due July 1, 2022
<b>Total Payment for Professional Services</b>		<b>\$8,400</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

**Total Five Year Cost (excluding estimated expenses): \$263,465**

**EXHIBIT A - Continued**  
**Payment Schedule by Year**

Detailed Payment Schedule	Amount	Total
<b>Due July 1, 2022</b>		
Prorate Period of -318 Days and 1st Year Add'l Modules Hosted by Edupoint	\$754	
1st Year Professional Services	\$8,400	
Payment Due		\$9,154
<b>Due July 1, 2022</b>		
2nd Year Edupoint Subscription License	\$119,579	
2nd Year Add'l Modules Hosted by Edupoint	\$6,007	
Payment Due		\$125,586
<b>Due July 1, 2023</b>		
3rd Year Edupoint Subscription License	\$122,569	
3rd Year Add'l Modules Hosted by Edupoint	\$6,156	
Payment Due		\$128,725
<b>Due July 1, 2024</b>		
<b>Due July 1, 2025</b>		
<b>Total Five Year Cost (excluding estimated expenses)</b>		<b>\$263,465</b>

**Pricing Notes:**

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 08/12/22. Sales tax is not included.
- Year 1 is the ( 0 day ) period beginning on the date of Contract Signing.
- This proposal was based on 38 Schools with 36,600 students.
- An expense estimate of \$2,470 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 15.0% discount applied to license fees.
- Professional Services has a 20.0% discount applied to all your professional services fees.
- Escalation of 2.5% has been applied.

**Exhibit A**

1. Exhibit A is amended to include Distance Learning Portal as follows:

**EXHIBIT A - Software Subscription License Agreement  
CLAY COUNTY - DLP  
Total Cost by Product and Service**

Florida V2209

Synergy® Student Educational Platform The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Subscription License					
	Charge for 212 days Year 1	Year 2	Year 3	Year 4	Year 5	Total
Synergy® Student Information System						
Student Information (Not in Bid)						
State Reporting for Florida (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Not in Bid)						
Wait-List / Lottery (Not in Bid)						
Athletics (Not in Bid)						
Master Schedule Builder (Not in Bid)						
Synergy® Learning Management System (LMS)						
TeacherVUE with Gradebook (Not in Bid)						
LMS (Not in Bid)						
Assessment (Not in Bid)						
MTSS (Not in Bid)						
One Roster Integration (Not in Bid)						
Synergy® Analytics						
Analytics (Not in Bid)						
Synergy® Special Education						
Student Special Ed (Not in Bid)						
Synergy® Tools						
Video Conference Integration (Not in Bid)						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
Distance Learning for Synergy						
Distance Learning / Training Portal (Included)	\$6,668	\$11,824				\$18,492
<b>Sub-Total Subscription Software License</b>	<b>\$6,668</b>	<b>\$11,824</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,492</b>

3rd Party Subscription Software						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Professional Services	Days	Unit Cost	List Cost	Discount %	Total
Sub-Total Professional Services includes days:					

**Total Five Year Cost (excluding estimated expenses): \$18,492**

**Payment Schedule by Product and Service**

Payment for Edupoint Subscription License	Amount	Payment
1st Year Edupoint Subscription License (Prorated 212 Days)	\$6,668	Due upon Contract Signing
2nd Year Edupoint Subscription License	\$11,824	1 year after Contract Signing
<b>Total 5 Year Edupoint Subscription License</b>	<b>\$18,492</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$18,492

**EXHIBIT A - Continued  
Payment Schedule by Year**

Detailed Payment Schedule		Amount	Total
<b>Due Upon Contract Signing</b>			
1st Year Edupoint Subscription License (Prorated 212 Days)		\$6,668	
1st Year Professional Services	Payment Due		\$6,668
<b>Due 1st Year after Contract Signing</b>			
2nd Year Edupoint Subscription License		\$11,824	
	Payment Due		\$11,824
<b>Due 2nd Year after Contract Signing</b>			
<b>Due 3rd Year after Contract Signing</b>			
<b>Due 4th Year after Contract Signing</b>			
<b>Total Five Year Cost (excluding estimated expenses)</b>			<b>\$18,492</b>

**Pricing Notes**

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 03/31/23. Sales tax is not included.
- Year 3 is the ( 212 day) period beginning on the date of Contract Signing.
- This proposal was based on Schools with 35,288 students.
- Expenses included for Professional Services on implementation.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Escalation of 5.0% has been applied.

**230155 is Amendment 5: clarify first-in-state discount listed in Amendment 1, Item 1**

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.

**230155A is Amendment 6: Synergy ending thus pricing for non-production access for state reporting**

1. Exhibit A is amended to provide non-production access to Synergy modules for state reporting purposes, as follows;

Item	07/01/26 - 06/30/27
Synergy SIS w/State Reporting Subscription	\$121,243
Synergy Special Education Subscription	\$70,575
WDIS/Adult Education	\$11,042
Cloud Hosting	\$47,580
<b>Sub-Total</b>	<b>\$250,440</b>

2. Cloud hosting will be limited to the basic Synergy cloud environment. The hosted environment will remain on the version and database in place as of June 30, 2026, and no further updates or new version releases will be applied.

APPROVED

190128

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<b>CONTRACT REVIEW FORM ("CRF")</b>		BOARD MEETING DATE: 2/7/2019 <small>WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED</small>
Date Submitted: <b>01/17/19</b>		
Contract Initiator (Name of Person Overseeing the Contract): <b>JEREMY BUNKLEY</b>		Telephone Number: <b>904-336-9603</b>
School/Department Submitting Contract: <b>Information &amp; Technology Services</b>		
Vendor/Contractor Name: <b>EDUPOINT</b>		
Contract Title: <b>SIS SOFTWARE IMPLEMENTATION SERVICES</b>		
Contract Type: New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/> Date Original Contract Approved:		
Contract Term: <b>AUTO-RENEW</b>		Renewal Option(s): <b>Increase allowed up to 2.5%</b>
Contract Cost: <b>\$1,673,158.</b>	Payment Schedule (Monthly? Upon delivery? When finished?): <b>ANNUALLY</b>	
Funding Source: <b>392.7408691.9040.3150.000.0</b>	Purchase Requisition No.:	
Strategic Plan Tie-In Explanation:		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information: <b>Edupoint is a student information system that allows the district to replace our current SIS (Focus) with a fully integrated system that allows the district to merge multiple systems into one complete system. Edupoint will allow us to bring together local assessment, ESE systems (IEP and 504), state reporting, grade book, ELL, and Health and Nursing, etc.</b>		
CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?		
<input checked="" type="checkbox"/> Completed Contract Review Form		
<input checked="" type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms)		
<b>Yes</b> SIGNED Addendum A (if not an SBAO Template Contract)* <small>*This Statement MUST BE written in Contract: "The terms and conditions of the attached Addendum A Form are incorporated into this Agreement. The terms and conditions of Addendum A shall govern and prevail over any conflicting terms and conditions in this Agreement."</small>		
<b>Yes</b> Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements: <small>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 &amp; \$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].</small>		

Original Packet lost.

Approvals		Comments	
Department	Approved	Denied	
Purchasing Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	BS/SS		DOE - bA-1.012
Risk Management Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	AKD		Defers to attorney w/ noted concerns (in pencil \$ on notes)
School Board Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/18/19	AB		
Information & Technology Dept.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date: 1/17/19/1/18/19	BS/AB		(this is good to go. (b) 3:25 pm)
Other:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Review Date:			

1/26/2019 Follow Up Meeting w/ Bruce & Jeremy



## School Board of Clay County

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### February 7, 2019 - Regular School Board Meeting

#### **Title**

C2 - Student Information Systems Software

#### **Description**

The Synergy Education Platform is an all-in-one solution that coordinates needs related to student information, learning and assessment outcomes, and special education goals and objectives. The SIS provides all of the data points necessary for process management functionality, and provides a solution that helps districts manage student data, improve accuracy, simplify and automate processes and increase productivity. In short, the Synergy solution maximizes connectedness.

#### **Gap Analysis**

A student information system that replaces our current SIS (Focus) with a fully integrated system that allows the district to merge multiple data systems into one comprehensive solution. Edupoint will allow us to bring together local assessment, specialized instruction systems (IEP and 504), state reporting, grade book, ELL, health records, etc., for a more a more robust data analysis and extensive reporting/sharing solution.

#### **Previous Outcomes**

The District fully launched Focus as its primary SIS in the 2012-13 academic year. The Focus system currently falls short in bringing together the various software the district uses and requires us to train across multiple platforms instead of targeted professional development on a single system.

#### **Expected Outcomes**

One system that provides a single place for teachers, staff, and administration to input student data, removing the need to train on multiple platforms that will streamline the way employees interact with the system and reduce time out of the classroom for training.

#### **Strategic Plan Goal**

Goal 4 - Create effective data systems and train individuals to leverage information.

#### **Recommendation**

Recommend the Board approve the Edupoint contract.

#### **Contact**

Michael McAuley, Assistant Superintendent for Climate and Culture, michael.mcauley@myoneclay.net - Jeremy Bunkley, Director of Information Services, jeremy.bunkley@myoneclay.net

#### **Financial Impact**

\$1,673,158 over split over 5 years (\$334,631.60 per year) This cost does not account for the reduction of other program costs and associated training until they are removed.

#### **Review Comments**

#### **Attachments**

[Student Information Systems Software Contract.pdf](#)

## EDUPOINT SOFTWARE LICENSE AGREEMENT

### SUBSCRIPTION

Version 17.1

This Edupoint Software License Agreement (“**Agreement**”) is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA (“**Company**”) and School Board of Clay County, FL, with offices located at 900 Walnut Street, Green Cove Springs, FL 32043 (“**Licensee**”).

### RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company’s sole discretion (the “**Edupoint Product**”), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company’s sole discretion (the “**Edupoint Value Add Products**”). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the “**Edupoint Products**”.
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the “**Subscription License**”).
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
  - Self-Hosting, wherein the Licensee, with Company’s assistance and support, installs the Edupoint Products in the Licensee’s data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
  - Company or authorized service provider provides application hosting services via one of the following models;
    - Local Application Hosting, wherein the computing resources necessary to run the Edupoint Products are provided and administered by Company, but located within Licensee’s local data center.
    - Remote Application Hosting, wherein all computing resources necessary to make the Edupoint Products’ enabled services available to the Licensee’s end users are located at a Remote Data Center of the Company’s choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee’s technical and product questions, (the “**Software Support Services**”).
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the “**Implementation Services**”).
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the “**Edupoint Services**”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

#### 1.0 Grant of License

##### 1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

2.0 Ownership and Protection of Edupoint Products

2.1 Title: Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the "Confidential Information"). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

- 2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.
- 2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee's business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.
- 2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.
- 2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.
- 2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company's rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

3.0 Payment

3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any 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.

4.0 Indemnification and Warranty

4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

4.2 Warranty

4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the "Warranty Period") commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company's published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting or Local Application Hosting Services. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company's published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee's sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided "as is" without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

## Edupoint License Agreement

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### 6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

### 7.0 Agreement Term and Termination

#### 7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date).

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

#### 7.2 Agreement Termination

This Agreement may be terminated as follows:

- 7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;
- 7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;
- 7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

#### 7.3 Responsibilities in the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. If the Licensee is receiving hosting services from the Company under the Local Hosting operating model, Licensee will cooperate with Company in removal and return to Company all Company provided computing resources installed by Company in Licensee Data Center.

#### 7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

#### 7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

## Edupoint License Agreement

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### 8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

### 9.0 General Terms and Conditions

#### 9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

#### 9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

#### 9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

#### 9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

#### 9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

#### 9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	School Board of Clay County, Florida 900 Walnut Street Green Cove Springs, FL 32043
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

## Edupoint License Agreement

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### 9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

### 10.0 Application Hosting Services

If Licensee will receive application hosting services through either Local Application Hosting or Remote Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting (either Local or Remote Services), as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

### 11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

### 12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

### 13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

### 14.0 Inclusions

- i. Exhibit A – Software Licenses
- ii. Exhibit B – Application Hosting Services
- iii. Exhibit C – Software Support Services
- iv. Exhibit D – Implementation Services
- v. Company's Business Expense Policy – Attachment 1
- vi. Standard Billing Rates – Attachment 2
- vii. Non-employee/agent Access Consent Form – Attachment 4
- viii. Change Management Procedures – Attachment 5
- ix. Addendum A
- x. Addendum B

Edupoint License Agreement

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15.0 Limitations of Liability

Any other provisions of this Agreement notwithstanding, except to the extent included in an award subject to Company's indemnity obligation, in no event will Company be liable for incidental, consequential, indirect, punitive or special damages of any nature, such as lost business profits. Company's total liability for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Company during the 365 days preceding the cause of action.

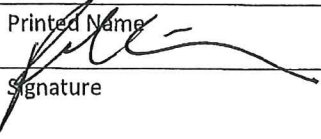
16.0 Statute of Limitations

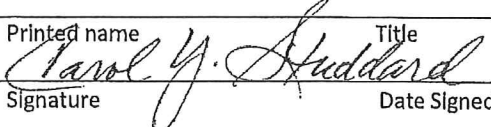
Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

Company and Licensee have caused this Agreement to be executed on the dates set forth below:

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
	2/8/2019
Signature	Date Signed

Printed name	Title
	
Signature	Date Signed

## Exhibit A

### SOFTWARE LICENSE

1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between Company and Licensee as of the Effective Date.

#### LICENSING AND SERVICES FEES

#### EXHIBIT A - Software Subscription License Agreement School Board of Clay County -SIS First-in-State Quote Total Cost by Product and Service

V18G30

Synergy® Student Educational Platform <small>The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement.</small>	Subscription License						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
<b>Synergy® Student Information System</b>							
PK - 12 Student Information (Included)	\$41,724	\$42,141	\$42,563	\$42,988	\$43,418	\$212,834	
State Reporting for Florida (Included)							
ParentVUE, StudentVUE, & Streams (Included)	\$10,980	\$11,090	\$11,201	\$11,313	\$11,426	\$56,010	
Online Student Registration (Included)	\$27,450	\$27,725	\$28,002	\$28,282	\$28,564	\$140,023	
Master Schedule Builder (Included)							
<b>Synergy® Learning Management System (LMS)</b>							
TeacherVUE with Gradebook (Included)	\$25,620	\$25,876	\$26,135	\$26,396	\$26,660	\$130,687	
LessonVUE (Included)		\$25,620	\$25,876	\$26,135	\$26,396	\$104,027	
Assessment (Included)		\$32,025	\$32,345	\$32,669	\$32,995	\$130,034	
Response to Intervention (RTI) (Included)	\$45,750	\$46,208	\$46,670	\$47,136	\$47,608	\$233,372	
LMS Integration (Not In Bid)							
<b>WDIS/Adult Education</b>							
WDIS/Adult Ed (Included)	\$10,000	\$10,100	\$10,201	\$10,303	\$10,406	\$51,010	
<b>Synergy® Special Education</b>							
PK - 12 Student Special Ed (Included)	\$25,620	\$25,876	\$26,135	\$26,396	\$26,660	\$130,687	
<b>Synergy® Technology &amp; Appl Source Code</b>							
ST Tool Set (Object) & Appl Src Code (Included)							
<b>Synergy® Distance Learning</b>							
Distance Learning (Not In Bid)							
<b>Sub-Total Subscription Software License</b>	<b>\$187,144</b>	<b>\$246,661</b>	<b>\$249,128</b>	<b>\$251,618</b>	<b>\$254,133</b>	<b>\$1,188,684</b>	
<b>3rd Party Subscription Software</b>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
- Test Item Bank (NOT IN BID)							
- GradeCam	\$0	\$27,816	\$28,094	\$28,375	\$28,659	\$112,944	
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$0</b>	<b>\$27,816</b>	<b>\$28,094</b>	<b>\$28,375</b>	<b>\$28,659</b>	<b>\$112,944</b>	
<b>Hosting</b>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
<b>Dedicated Hosted by Edupoint</b>							
1 Addl Environments Yes	\$35,685	\$36,042	\$36,402	\$36,768	\$37,134	\$182,029	
3rd Party Connections (10) Yes	\$5,947	\$6,006	\$6,067	\$6,127	\$6,188	\$30,335	
<b>Sub-Total Hosting Service</b>	<b>\$41,632</b>	<b>\$42,048</b>	<b>\$42,469</b>	<b>\$42,895</b>	<b>\$43,322</b>	<b>\$213,368</b>	
<b>Premium Annual Services</b>							
	Selected	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Additional Annual Services</b>							
- User Conference Plan (Silver) for 3 Staff Yes		\$6,389	\$6,453	\$6,517	\$6,583	\$6,648	\$32,690
<b>Total Premium Annual Services Amount</b>		<b>\$6,389</b>	<b>\$6,453</b>	<b>\$6,517</b>	<b>\$6,583</b>	<b>\$6,648</b>	<b>\$32,590</b>
<b>Professional Services by Staff</b>							
	Days	Unit Cost	List Cost	Discount %	Total		
- Project Managers	27	\$1,750	\$47,250	50.0%	\$23,625		
- Subject Matter Experts	43	\$1,500	\$64,500	50.0%	\$32,250		
- Data Conversion Specialists	1	\$1,500	\$1,500	50.0%	\$750		
- Product Specialists	37	\$1,500	\$55,500	50.0%	\$27,750		
- Trainers	32	\$1,500	\$48,000	50.0%	\$24,000		
<b>Total Professional Services by Staff</b>			<b>\$216,750</b>	<b>50.0%</b>	<b>\$108,375</b>		
<b>Total Five Year Cost (excluding estimated expenses):</b>						<b>\$1,873,158</b>	

Edupoint License Agreement

EXHIBIT A - Continued  
Payment Schedule by Product and Service

Payment for Edupoint Subscription License	Amount	Payable On	
1st Year Edupoint Subscription License	\$187,144	Due July 1, 2019	
2nd Year Edupoint Subscription License	\$246,661	Due July 1, 2020	
3rd Year Edupoint Subscription License	\$249,128	Due July 1, 2021	
4th Year Edupoint Subscription License	\$251,618	Due July 1, 2022	
5th Year Edupoint Subscription License	\$254,133	Due July 1, 2023	
<b>Total 5 Year Edupoint Subscription License</b>	<b>\$1,188,684</b>		
Payment for 3rd Party Subscription License	Amount	Payable On	
2nd Year 3rd Party Subscription License	\$27,816	Due July 1, 2020	
3rd Year 3rd Party Subscription License	\$28,094	Due July 1, 2021	
4th Year 3rd Party Subscription License	\$28,375	Due July 1, 2022	
5th Year 3rd Party Subscription License	\$28,659	Due July 1, 2023	
<b>Total 5 Year 3rd Party Subscription License</b>	<b>\$112,944</b>		
Hosting	Amount	Payable On	
1st Year	\$45,200	Due July 1, 2019	
2nd Year Hosting	\$45,652	Due July 1, 2020	
3rd Year Hosting	\$46,109	Due July 1, 2021	
4th Year Hosting	\$46,669	Due July 1, 2022	
5th Year Hosting	\$47,035	Due July 1, 2023	
<b>Total 5 Year Hosting Dedicated Hosted by Edupoint 1 Addl Environments 3rd Party Connections (10)</b>	<b>\$230,565</b>		
Payment for On-Going Premium Annual Services	Amount	Payable On	
1st Year Maintenance for Premium Annual Services	\$6,389	Due July 1, 2019	
2nd Year Maintenance for Premium Annual Services	\$6,453	Due July 1, 2020	
3rd Year Maintenance for Premium Annual Services	\$6,517	Due July 1, 2021	
4th Year Maintenance for Premium Annual Services	\$6,583	Due July 1, 2022	
5th Year Maintenance for Premium Annual Services	\$6,648	Due July 1, 2023	
<b>Total 5 Year On-Going Premium Annual Services</b>	<b>\$32,590</b>		
Payment Schedule for Professional Services	Percent	Amount	Payable On
Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	40%	\$36,600	Upon Phase Completion
Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300	Upon Phase Completion
Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20%	\$18,300	Upon Phase Completion
Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	15%	\$13,725	Upon Phase Completion
Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	5%	\$4,575	Upon Phase Completion
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI		\$16,875	Due July 1, 2020
<b>Total Payment for Professional Services</b>		<b>\$108,375</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$1,673,158

EXHIBIT A - Continued  
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
<b>Due July 1, 2019</b>		
1st Year Edupoint Subscription License	\$187,144	
1st Year Dedicated Hosted by Edupoint	\$45,200	
1st Year Maintenance for Premium Annual Services	\$6,389	
Planning / Installation and Configuration - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	40% \$36,600	
Application Setup and Data Conversion required for Go-Live - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20% \$18,300	
Core Team Training - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	20% \$18,300	
Interfaces and Production Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	15% \$13,725	
Post-Deployment - SIS, State Reporting, SE, WDIS, ParentVUE, StudentVUE, TeacherVUE	5% \$4,575	
<b>Payment Due</b>		<b>\$330,233</b>
<b>Due July 1, 2020</b>		
2nd Year Edupoint Subscription License	\$246,661	
2nd Year 3rd Party Subscription License	\$27,816	
2nd Year Dedicated Hosted by Edupoint	\$45,652	
2nd Year Maintenance for Premium Annual Services	\$6,453	
Professional Services Cost - OLR, LessonVUE, Assessment, GradeCam & RTI	\$16,875	
<b>Payment Due</b>		<b>\$343,457</b>
<b>Due July 1, 2021</b>		
3rd Year Edupoint Subscription License	\$249,128	
3rd Year 3rd Party Subscription License	\$28,094	
3rd Year Dedicated Hosted by Edupoint	\$46,109	
3rd Year Maintenance for Premium Annual Services	\$6,517	
<b>Payment Due</b>		<b>\$329,848</b>
<b>Due July 1, 2022</b>		
4th Year Edupoint Subscription License	\$251,618	
4th Year 3rd Party Subscription License	\$28,375	
4th Year Dedicated Hosted by Edupoint	\$46,569	
4th Year Maintenance for Premium Annual Services	\$6,583	
<b>Payment Due</b>		<b>\$333,145</b>
<b>Due July 1, 2023</b>		
5th Year Edupoint Subscription License	\$254,133	
5th Year 3rd Party Subscription License	\$28,659	
5th Year Dedicated Hosted by Edupoint	\$47,035	
5th Year Maintenance for Premium Annual Services	\$6,648	
<b>Payment Due</b>		<b>\$336,475</b>
<b>Total Five Year Cost (excluding estimated expenses)</b>		<b>\$1,673,158</b>

Pricing Notes:

- This pricing is valid until 07/14/19. Sales tax is not included.
- This proposal was based on Schools with 36,600 students.
- An expense estimate of \$32,670 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 17.5% discount applied to license fees.
- Professional Services has a 50.0% discount applied to all your professional services fees.
- Escalation of 1.0% has been applied.

## EXHIBIT B

### APPLICATION HOSTING SERVICES

#### 1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

#### 2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

#### 3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

##### 3.1 Included Services

###### 3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

###### 3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

###### 3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

###### 3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment. Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

- 3.1.e Additional Software and Middleware  
Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).
- 3.1.f Configuration and Setup  
Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.
- 3.1.f.1 Restrictions  
Licensee will have a limit as to the following configuration options in a hosted environment:
- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
  - Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.
- 3.1.g Edupoint will provide the following environment(s) to Licensee:
- 3.1.g.1 A production environment that includes access to all licensed modules;
- 3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;
- 3.1.g.3 Any additional environments (test, development, or demonstration) will have an additional cost of \$.25/student.
- 3.1.h Edupoint Product Updates  
Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CEs and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CEs, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

Backup data sets will be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure, at a minimum of weekly, downloading of the backup data sets initiated from Licensee's local environment.

3.1.i.1 Backup frequency

3.1.i.1.i Full Back up once per week

3.1.i.1.ii Differential backup once per day

3.1.i.1.iii Transactional backup – every 15 minutes

3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.

3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.

3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.

3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.

3.1.i.3.i Mission-critical includes administrative and teacher usage, not parents or students.

3.1.i.4 Recovery Time Objective is 24 hours

3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

3.2.a Hybrid Cloud Hosting

(a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).

Additional (1) TB increments will be available with additional charge.

(b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.

(c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.

(d) SQL Server High Availability options are available for an additional charge.

(e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

3.2.b Dedicated Cloud Hosting

(a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.

- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).  
Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;

- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

### 7.0 Proprietary Rights

#### 7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

#### 7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site or Licensee Content stored on the System Hardware at the Application Hosting Site.

#### 7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

## EXHIBIT C

### SOFTWARE SUPPORT SERVICES

#### 1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between Company and Licensee as of the Effective Date.

#### 2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

#### 3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

##### 3.1 BASIC MAINTENANCE AND SUPPORT PLAN

###### a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

###### b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

4.0 Payment

4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

5.0 Major Outage

5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

### 5.2 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

### 5.3 Response Time for a Major Outage

5.3.a E-support response time – within two (2) hours.

5.3.b Phone support – within one (1) hour.

## 6.0 Non-Major Outage

### 6.1 Definition of Response

"Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

### 6.2 Response Time for a Non-Major Outage

6.2.a E-support response time – within two (2) business days.

6.2.b Phone support – within one (1) business day.

## 7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

## 8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

## EXHIBIT D

### IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

#### 1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

#### 2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed monthly as actually incurred not to exceed the GSA Guidelines.

#### 3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

#### 4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

#### 5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3<sup>rd</sup> parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

#### 6.0 Custom Development

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

### 7.0 Payment Terms

#### 7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

#### 7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.

## Attachment 1

### BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

#### Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

#### Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

#### Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

#### Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

#### Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

#### Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59\*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

## Attachment 2

### STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

Job Functions	Rates
1) <u>EXECUTIVES</u> .....	\$2,000/Day
2) <u>SENIOR TECHNICAL EXPERTS</u> .....	\$2,000/Day
3) <u>PROJECT MANAGERS</u> .....	\$1,750/Day
4) <u>TECHNICAL EXPERTS</u> .....	\$1,500/Day
5) <u>SUBJECT MATTER EXPERTS</u> .....	\$1,500/Day
6) <u>DEVELOPERS</u> .....	\$1,500/Day
7) <u>DATA CONVERSION SPECIALISTS</u> .....	\$1,500/Day
8) <u>PRODUCT SPECIALISTS</u> .....	\$1,500/Day
9) <u>TRAINERS</u> .....	\$1,500/Day
10) <u>ADMINISTRATIVE SUPPORT</u> .....	\$750/Day

**NOTE:**

Travel Day

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

Expenses

All expenses will follow the guidelines set forth in Attachment 1.

## Edupoint License Agreement

# Attachment 4

### NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of \_\_\_\_\_, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> ("Contractor") is providing services for <DISTRICT>, ("District") in connection with Edupoint Educational Systems, LLC ("Edupoint") Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor's business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor's rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys' fees and costs incurred in connection with enforcement of this Agreement.

## Edupoint License Agreement

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MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

Edupoint Educational Systems, LLC

<Company Name/Contractor>

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<District>

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## Attachment 5

### CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

Amendment 1  
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.

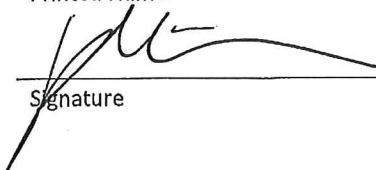
Edupoint License Agreement

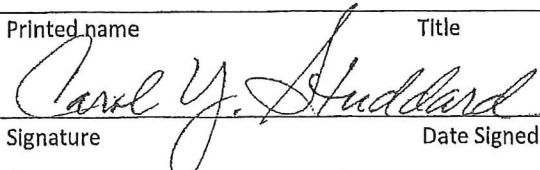
- 7. Item 7.3, Responsibilities in the Event of Termination, is amended to include the following:  
All data transferred to Licensee shall remain the property of Company and shall be destroyed or returned to Company within sixty (60) days upon termination of Agreement. Licensee shall send written notice 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
	2/8/2019
_____ Signature	_____ Date Signed

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

**“ADDENDUM A”  
TO  
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.*

**1. INDEMNIFICATION**

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

**2. INSURANCE**

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:  
    \$1,000,000.00 per occurrence  
    \$2,000,000.00 aggregate
  
2. Auto Liability Policy:  
    \$1,000,000.00 combined single limit  
    \$5,000,000.00 charter or common carrier
  
3. Worker's Compensation Policy:  
    \$100,000

*Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.*

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

**3. RESERVATION OF SOVEREIGN IMMUNITY**

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

**4. GOVERNING LAW AND VENUE**

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

**5. LEVEL II BACKGROUND SCREENING**

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

**6. INDEPENDENT CONTRACTOR**

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

**7. PUBLIC RECORDS**

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

#### **8. STUDENT RECORDS**


Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

**9. PAYMENT TERMS AND CONTINGENCIES**

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

***Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:***

Signature:   
Printed Name: Bob Wilson  
Title: President  
Date: 5/9/19



**ADDENDUM B**  
**TO**  
**CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

*Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum B" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum B" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("Board") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.*

**95.11 Limitations other than for the recovery of real property.**—Actions other than for recovery of real property shall be commenced as follows:

- (1) WITHIN TWENTY YEARS.**—An action on a judgment or decree of a court of record in this state.
- (2) WITHIN FIVE YEARS.**—
  - (a)** An action on a judgment or decree of any court, not of record, of this state or any court of the United States, any other state or territory in the United States, or a foreign country.
  - (b)** A legal or equitable action on a contract, obligation, or liability founded on a written instrument, except for an action to enforce a claim against a payment bond, which shall be governed by the applicable provisions of paragraph (5)(e), s. 255.05(10), s. 337.18(1), or s. 713.23(1)(e), and except for an action for a deficiency judgment governed by paragraph (5)(h).
  - (c)** An action to foreclose a mortgage.
  - (d)** An action alleging a willful violation of s. 448.110.
  - (e)** Notwithstanding paragraph (b), an action for breach of a property insurance contract, with the period running from the date of loss.
- (3) WITHIN FOUR YEARS.**—
  - (a)** An action founded on negligence.
  - (b)** An action relating to the determination of paternity, with the time running from the date the child reaches the age of majority.
  - (c)** An action founded on the design, planning, or construction of an improvement to real property, with the time running from the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion of the contract or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest; except that, when the action involves a latent defect, the time runs from the time the defect is discovered or should have been discovered with the exercise of due diligence. In any event, the action must be commenced within 10 years after the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion of the contract or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest. However, counterclaims, cross-claims, and third-party claims that arise out of the conduct, transaction, or occurrence set out or attempted to be set out in a pleading may be commenced up to 1 year after the pleading to which such claims relate is served, even if such claims would otherwise be time barred. With respect to actions founded on the design, planning, or construction of an improvement to real property, if such construction is performed pursuant to a duly issued

building permit and if a local enforcement agency, state enforcement agency, or special inspector, as those terms are defined in s. 553.71, has issued a final certificate of occupancy or certificate of completion, then as to the construction which is within the scope of such building permit and certificate, the correction of defects to completed work or repair of completed work, whether performed under warranty or otherwise, does not extend the period of time within which an action must be commenced. Completion of the contract means the later of the date of final performance of all the contracted services or the date that final payment for such services becomes due without regard to the date final payment is made.

**(d)** An action to recover public money or property held by a public officer or employee, or former public officer or employee, and obtained during, or as a result of, his or her public office or employment.

**(e)** An action for injury to a person founded on the design, manufacture, distribution, or sale of personal property that is not permanently incorporated in an improvement to real property, including fixtures.

**(f)** An action founded on a statutory liability.

**(g)** An action for trespass on real property.

**(h)** An action for taking, detaining, or injuring personal property.

**(i)** An action to recover specific personal property.

**(j)** A legal or equitable action founded on fraud.

**(k)** A legal or equitable action on a contract, obligation, or liability not founded on a written instrument, including an action for the sale and delivery of goods, wares, and merchandise, and on store accounts.

**(l)** An action to rescind a contract.

**(m)** An action for money paid to any governmental authority by mistake or inadvertence.

**(n)** An action for a statutory penalty or forfeiture.

**(o)** An action for assault, battery, false arrest, malicious prosecution, malicious interference, false imprisonment, or any other intentional tort, except as provided in subsections (4), (5), and (7).

**(p)** Any action not specifically provided for in these statutes.

**(q)** An action alleging a violation, other than a willful violation, of s. 448.110.

**(4) WITHIN TWO YEARS.—**

**(a)** An action for professional malpractice, other than medical malpractice, whether founded on contract or tort; provided that the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence. However, the limitation of actions herein for professional malpractice shall be limited to persons in privity with the professional.

**(b)** An action for medical malpractice shall be commenced within 2 years from the time the incident giving rise to the action occurred or within 2 years from the time the incident is discovered, or should have been discovered with the exercise of due diligence; however, in no event shall the action be commenced later than 4 years from the date of the incident or occurrence out of which the cause of action accrued, except that this 4-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. An "action for medical malpractice" is defined as a claim in tort or in contract for damages because of the death, injury, or monetary loss to any person arising out of any medical, dental, or surgical diagnosis, treatment, or care by any provider of health care. The limitation of actions within this subsection shall be limited to the health care provider and persons in privity

with the provider of health care. In those actions covered by this paragraph in which it can be shown that fraud, concealment, or intentional misrepresentation of fact prevented the discovery of the injury the period of limitations is extended forward 2 years from the time that the injury is discovered or should have been discovered with the exercise of due diligence, but in no event to exceed 7 years from the date the incident giving rise to the injury occurred, except that this 7-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. This paragraph shall not apply to actions for which ss. 766.301-766.316 provide the exclusive remedy.

(c) An action to recover wages or overtime or damages or penalties concerning payment of wages and overtime.

(d) An action for wrongful death.

(e) An action founded upon a violation of any provision of chapter 517, with the period running from the time the facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence, but not more than 5 years from the date such violation occurred.

(f) An action for personal injury caused by contact with or exposure to phenoxy herbicides while serving either as a civilian or as a member of the Armed Forces of the United States during the period January 1, 1962, through May 7, 1975; the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence.

(g) An action for libel or slander.

(5) WITHIN ONE YEAR.—

(a) An action for specific performance of a contract.

(b) An action to enforce an equitable lien arising from the furnishing of labor, services, or material for the improvement of real property.

(c) An action to enforce rights under the Uniform Commercial Code—Letters of Credit, chapter 675.

(d) An action against any guaranty association and its insured, with the period running from the date of the deadline for filing claims in the order of liquidation.

(e) Except for actions governed by s. 255.05(10), s. 337.18(1), or s. 713.23(1)(e), an action to enforce any claim against a payment bond on which the principal is a contractor, subcontractor, or sub-subcontractor as defined in s. 713.01, for private work as well as public work, from the last furnishing of labor, services, or materials or from the last furnishing of labor, services, or materials by the contractor if the contractor is the principal on a bond on the same construction project, whichever is later.

(f) Except for actions described in subsection (8), a petition for extraordinary writ, other than a petition challenging a criminal conviction, filed by or on behalf of a prisoner as defined in s. 57.085.

(g) Except for actions described in subsection (8), an action brought by or on behalf of a prisoner, as defined in s. 57.085, relating to the conditions of the prisoner's confinement.

(h) An action to enforce a claim of a deficiency related to a note secured by a mortgage against a residential property that is a one-family to four-family dwelling unit. The limitations period shall commence on the day after the certificate is issued by the clerk of court or the day after the mortgagee accepts a deed in lieu of foreclosure.

(6) LACHES.—Laches shall bar any action unless it is commenced within the time provided for legal actions concerning the same subject matter regardless of lack of

knowledge by the person sought to be held liable that the person alleging liability would assert his or her rights and whether the person sought to be held liable is injured or prejudiced by the delay. This subsection shall not affect application of laches at an earlier time in accordance with law.

**(7) FOR INTENTIONAL TORTS BASED ON ABUSE.**—An action founded on alleged abuse, as defined in s. 39.01, s. 415.102, or s. 984.03, or incest, as defined in s. 826.04, may be commenced at any time within 7 years after the age of majority, or within 4 years after the injured person leaves the dependency of the abuser, or within 4 years from the time of discovery by the injured party of both the injury and the causal relationship between the injury and the abuse, whichever occurs later.

**(8) WITHIN 30 DAYS FOR ACTIONS CHALLENGING CORRECTIONAL DISCIPLINARY PROCEEDINGS.**—Any court action challenging prisoner disciplinary proceedings conducted by the Department of Corrections pursuant to s. 944.28(2) must be commenced within 30 days after final disposition of the prisoner disciplinary proceedings through the administrative grievance process under chapter 33, Florida Administrative Code. Any action challenging prisoner disciplinary proceedings shall be barred by the court unless it is commenced within the time period provided by this section.

**(9) SEXUAL BATTERY OFFENSES ON VICTIMS UNDER AGE 16.**—An action related to an act constituting a violation of s. 794.011 involving a victim who was under the age of 16 at the time of the act may be commenced at any time. This subsection applies to any such action other than one which would have been time barred on or before July 1, 2010.

**(10) FOR INTENTIONAL TORTS RESULTING IN DEATH FROM ACTS DESCRIBED IN S. 782.04 OR S. 782.07.**—Notwithstanding paragraph (4)(d), an action for wrongful death seeking damages authorized under s. 768.21 brought against a natural person for an intentional tort resulting in death from acts described in s. 782.04 or s. 782.07 may be commenced at any time. This subsection shall not be construed to require an arrest, the filing of formal criminal charges, or a conviction for a violation of s. 782.04 or s. 782.07 as a condition for filing a civil action.

**(11) COURT COSTS AND FINES.**—Notwithstanding subsection (1), an action to collect court costs, fees, or fines owed to the state may be commenced at any time.





**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

*Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

---

**Schedule**

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED,  
PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE  
WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



**Conditions**  
(continued)

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

Person(s) or Organization(s):

Address:

All other terms and conditions remain unchanged.

Authorized Representative





Staefe, Bertha <bertha.staefe@myoneclay.net>

**RE: Message from "ISCopier"**

1 message

Annie Burns <aburns@edupoint.com>

Thu, May 9, 2019 at 12:43 PM

To: "Staefe, Bertha" <bertha.staefe@myoneclay.net>

Cc: Christine Moss <cmoss@edupoint.com>, Jeremy Bunkley <jeremy.bunkley@myoneclay.net>, Sally DiFolco <sally.difolco@myoneclay.net>

Good morning,

Attached is a signed Addendum A.

Please let me know if you need anything else.

-Annie

**Annie Burns**

*Sales Operations Manager*

x 7543

**From:** Staefe, Bertha [mailto:[bertha.staefe@myoneclay.net](mailto:bertha.staefe@myoneclay.net)]

**Sent:** Thursday, May 09, 2019 4:45 AM

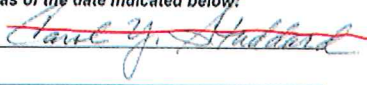
**To:** Annie Burns <[aburns@edupoint.com](mailto:aburns@edupoint.com)>

**Cc:** Christine Moss <[cmoss@edupoint.com](mailto:cmoss@edupoint.com)>; Jeremy Bunkley <[jeremy.bunkley@myoneclay.net](mailto:jeremy.bunkley@myoneclay.net)>; Sally DiFolco <[sally.difolco@myoneclay.net](mailto:sally.difolco@myoneclay.net)>

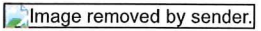
**Subject:** Re: Message from "ISCopier"

The Addendum A has to be signed by the Contractor/vendor. I've attached a clean signature page to this email.

**Contractor/Vendor agrees** to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature: 

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



**Bertie Staefe**

Supervisor of Purchasing and Material Management

Business Affairs Division

Clay County District Schools

extension 6 6736 | dept number 904-336-6736 | email [bertha.staefe@myoneclay.net](mailto:bertha.staefe@myoneclay.net)



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This Email Is Not An Acceptable Offer And Doesn't Evidence Any Intention By The Sender To Enter Into A Contract.

On Wed, May 8, 2019 at 6:17 PM Annie Burns <[aburns@edupoint.com](mailto:aburns@edupoint.com)> wrote:

Good afternoon,

Chris Moss asked that I connect with you regarding the signature omissions you noted below.

The signatures needed on pages 23 and 24 are only required in the event that the district brings in a third party who will be accessing Synergy. It is a form that the district would initiate and then send to Edupoint for a final signature. If you never have a third party come in, this form is N/A.

Addendum A, page 4. During the contract execution process I overlooked this page when I saw that Ms. Studdard had signed the page. Can you confirm that her signature was in error and it should instead be signed by Edupoint? If that's the case I can get that signature for you so we can keep this moving.

Thanks!

**Annie Burns**

*Sales Operations Manager*



1955 South Val Vista Drive, Suite 200

Mesa, AZ 85204

Phone: (480) 633-7500 x 7543

Fax: (480) 633-7501

[www.edupoint.com](http://www.edupoint.com)

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Begin forwarded message:

**From:** "Staeffe, Bertha" <[bertha.staeffe@myoneclay.net](mailto:bertha.staeffe@myoneclay.net)>  
**Date:** May 8, 2019 at 1:12:19 PM CDT  
**To:** Christine Moss <[cmoss@edupoint.com](mailto:cmoss@edupoint.com)>, Sally DiFolco <[sally.difolco@myoneclay.net](mailto:sally.difolco@myoneclay.net)>  
**Cc:** "Bunkley, Jeremy" <[jeremy.bunkley@myoneclay.net](mailto:jeremy.bunkley@myoneclay.net)>  
**Subject:** Re: Message from "ISCopier"

I still need the following before I can roll PO: Pages that require fill in &/or signature are pages 23, 24, Addendum A page 4 (signed by Vendor)

\_\_\_\_\_

**Bertie Staefe**

Supervisor of Purchasing and Material Management

Business Affairs Division

Clay County District Schools

extension 6 6736 | dept number 904-336-6736 | email [bertha.staeffe@myoneclay.net](mailto:bertha.staeffe@myoneclay.net)

\_\_\_\_\_

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This Email Is Not An Acceptable Offer And Doesn't Evidence Any Intention By The Sender To Enter Into A Contract.

On Wed, Apr 24, 2019 at 1:41 PM Staefe, Bertha <[bertha.staefe@myoneclay.net](mailto:bertha.staefe@myoneclay.net)> wrote:

[Pages that require fill in &/or signature are pages 23, 24, Addendum A page 4 \(signed by Vendor\)](#)

Thanks,

[Bertie Staefe, CPPB](#)

Supervisor of Purchasing and Material Management

925 Center Street

Green Cove Springs, FL 32043

Phone (904)336-6736 x66736

Email [Bertha.Staefe@myoneclay.net](mailto:Bertha.Staefe@myoneclay.net)

On Wed, Apr 24, 2019 at 12:56 PM Christine Moss <[cmoss@edupoint.com](mailto:cmoss@edupoint.com)> wrote:

[Oh my gosh! I'm so sorry! Here's the attachment.](#)

**Christine Moss**

*Chief Sales and Marketing Officer*



1955 South Val Vista Drive, Suite 200

Mesa, AZ 85204

Phone: (480) 633-7500, Ext. 7550

Fax: (480) 633-7501

[www.edupoint.com](http://www.edupoint.com)

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**From:** Christine Moss

**Sent:** Wednesday, April 24, 2019 8:40 AM

**To:** 'Bunkley, Jeremy'; Bertha Staefe

**Subject:** RE: Message from "ISCopier"

Hi Jeremy,

Here you go. I can't remember if I sent this to you earlier or not, so it might be an oversight on my part.

Thanks!

Chris

**Christine Moss**

*Chief Sales and Marketing Officer*



1955 South Val Vista Drive, Suite 200

Mesa, AZ 85204

Phone: (480) 633-7500, Ext. 7550

Fax: (480) 633-7501

[www.edupoint.com](http://www.edupoint.com)

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**From:** Bunkley, Jeremy [<mailto:jeremy.bunkley@myoneclay.net>]  
**Sent:** Wednesday, April 24, 2019 5:50 AM  
**To:** Bertha Staefe; Christine Moss  
**Subject:** Fwd: Message from "ISCopier"

Chris,

Do you have a signed copy of the contract from Rob? We can't seem to locate one.

----- Forwarded message -----

**From:** Bunkley, Jeremy <[jeremy.bunkley@myoneclay.net](mailto:jeremy.bunkley@myoneclay.net)>  
**Date:** Fri, Feb 8, 2019 at 2:07 PM  
**Subject:** Fwd: Message from "ISCopier"  
**To:** Christine Moss <[cmoss@edupoint.com](mailto:cmoss@edupoint.com)>

----- Forwarded message -----

**From:** <[ricoh@myoneclay.net](mailto:ricoh@myoneclay.net)>  
**Date:** Fri, Feb 8, 2019 at 10:05 AM  
**Subject:** Message from "ISCopier"  
**To:** jeremy bunkley <[jeremy.bunkley@myoneclay.net](mailto:jeremy.bunkley@myoneclay.net)>

This E-mail was sent from "ISCopier" (Aficio MP 5002).

Scan Date: 02.08.2019 10:10:01 (-0500)  
Queries to: [ricoh@myoneclay.net](mailto:ricoh@myoneclay.net)

--

[Redacted]

**Jeremy Bunkley**

ITS DIRECTOR, IT | ITS

School District of Clay County

| o. 6 9603 | d. 904-336-9600 | e. [jeremy.bunkley@myoneclay.net](mailto:jeremy.bunkley@myoneclay.net) |

[Redacted]

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This Email Is Not An Acceptable Offer And Doesn't Evidence Any Intention By The Sender To Enter Into A Contract.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message.

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

Contract # 220135  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:  
June Board  
 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: 5/17/2022

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

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

Vendor Name: Edupoint

Contract Title: Edupoint - Amendment 3 (adding Analytics & replacing old Addendum A with New Addendum A)

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: coincide w/ Original 5 year Contract thru /30/2024 Renewal Option(s): Auto Renew

Contract Cost: \$263,465

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100-6500691-9040-0000-0000-000-0  
 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)\*

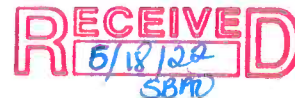
*\*This Statement MUST BE included in the body of the Contract:  
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

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)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)



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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>B78</u>	Amendment 3 to Original Agreement 190128 (5yr Term/School Yrs 19/20, 20/21, 21/22, 22/23, 23/24 Ends 6/30/2024: • It incorporates a Second Exhibit A that adds "Analytics" to coincide with original 5yr Term end 6/30/2024 • It needs to incorporate the replacement of the Original SBCC Addendum A with the New SBCC Addendum A* *Edupoint addition on page 9 of New SBCC Addendum A (I believe Original Agreement section 2.1 page 2 backs it up)
Review Date <u>5/17/22</u>	
School Board Attorney <u>CPB</u>	<u>Good with that addition</u>
Review Date <u>5/18/22</u>	<u>Done See # 1 on Amendment 3</u>
Other Dept. as Necessary	<u>Good to go</u>
Review Date	

PENDING STATUS:  YES  NO IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS  **APPROVED** DATE: 5/26/22



## School Board of Clay County

---

### June 2, 2022 - Regular School Board Meeting

#### **Title**

C2 - Synergy Analytics

#### **Description**

Synergy Analytics is a component of Edupoint's Synergy platform that allows the District to create reports and dashboards from both in-system and external data for use by CCDS stakeholders. District and school personnel will be able to utilize the dashboards to inform decisions. This product helps CCDS achieve Goal 4 of the 5 year Strategic Plan to create school and district dashboards in order to facilitate data driven decisions.

#### **Gap Analysis**

The cost of Synergy Analytics comes in at less than one third of the cost of the previous Data Dashboard solution for a savings of approximately \$280,000 per year. As a component of the current Student Information System (SIS), the access to data will be closer to real-time.

#### **Previous Outcomes**

The previous product, Innive, was expensive and didn't allow for in-house changes to dashboards necessitating a re-evaluation of products to help meet the Strategic Goals.

#### **Expected Outcomes**

Upon approval, the District team will implement the Analytics module, collaborate with stakeholders to determine the reports and dashboards needed, and provide access and train users on how to use the reports and dashboards. The District will be able to create and tailor the analytics module and data dashboards to meet the needs of CCDS stakeholders for progress monitoring and school improvement. By utilizing a common analytics platform, CCDS stakeholders will be able to more efficiently analyze student, school, and District data.

#### **Strategic Plan Goal**

GOAL 4: Create effective data systems and train individuals to leverage information.

Strategy 4.1: Identify and construct data structures for use in dashboards for school improvement.

Strategy 4.2: Facilitate and provide professional development to key staff on use of data.

#### **Recommendation**

Approve the proposal in its entirety.

#### **Contact**

Ethan Caren, Director of Information and Technology Services

#### **Financial Impact**

\$263,465 over 3 years, renewable with the existing Edupoint contract.

#### **Review Comments**

#### **Attachments**

[220135 Edupoint Amendment 3.pdf](#)

**Amendment 3  
To**

**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**  
Version 17.0

- Original Addendum A (SBAO May 2018) signed and dated May 9, 2019 is replaced in its entirety with Addendum A (SBAO 8/18/21), therefore it is now incorporated per section 14.0, ix. Addendum A of the Edupoint Software License Agreement between Edupoint Education Systems, LLC and School Board of Clay County, FL signed and dated February 8, 2019.
- Exhibit A is amended to include Analytics as follows:

**EXHIBIT A - Software Subscription License Agreement**  
Clay County Schools: Analytics  
Total Cost by Product and Service

Florida V21g15

Synergy® Student Educational Platform <small>The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement.</small>	Subscription License					
	Charge for 0 days Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Synergy® Student Information System</b>						
Student Information (Not in Bid)						
State Reporting for Florida (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Not in Bid)						
Wait-List / Lottery (Not in Bid)						
Master Schedule Builder (Not in Bid)						
<b>Synergy® Learning Management System (LMS)</b>						
TeacherVUE with Gradebook (Not in Bid)						
LMS (Not in Bid)						
Assessment (Not in Bid)						
MTSS (Not in Bid)						
One Roster Integration (Not in Bid)						
<b>Synergy® Analytics</b>						
Analytics (Included)		\$119,579	\$122,569			\$242,148
<b>Synergy® Special Education</b>						
Student Special Ed (Not in Bid)						
<b>Synergy® Tools</b>						
Video Conference Integration (Not in Bid)						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
<b>Distance Learning for Synergy</b>						
Distance Learning / Training Portal (Not in Bid)						
<b>Sub-Total Subscription Software License</b>	\$0	\$119,579	\$122,569	\$0	\$0	\$242,148
<b>3rd Party Subscription Software</b>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Hosting</b>						
	Prorated 47 Days	Year 2	Year 3	Year 4	Year 5	Total
Add'l Modules Hosted by Edupoint	Yes \$471	\$3,752	\$3,845			\$8,068
3rd Party Connections	Yes \$283	\$2,255	\$2,311			\$4,849
<b>Sub-Total Hosting Service</b>	\$754	\$6,007	\$6,156	\$0	\$0	\$12,917
<b>Professional Services</b>						
	Days	Unit Cost	List Cost	Discount %		Total
Project Management (0 days)						\$1,200
Train-The-Trainer (1 days)						
Data Conversion (0 days)						
External Interface/Integrations (0 days)						\$7,200
All other Professional Services (6 days)						
<b>Sub-Total Professional Services includes 7 days:</b>						\$8,400
<b>Total Five Year Cost (excluding estimated expenses):</b>						<b>\$263,465</b>

**EXHIBIT A - Continued**  
**Payment Schedule by Product and Service**

Payment for Edupoint Subscription License		Amount	Payable On	
2nd Year Edupoint Subscription License		\$119,579	Due July 1, 2022	
3rd Year Edupoint Subscription License		\$122,569	Due July 1, 2023	
<b>Total 5 Year Edupoint Subscription License</b>		<b>\$242,148</b>		
Hosting		Amount	Payable On	
1st Year Hosting (Prorated 47 days)		\$754	Due July 1, 2022	
2nd Year Hosting		\$6,007	Due July 1, 2022	
3rd Year Hosting		\$6,156	Due July 1, 2023	
<b>Total 5 Year Hosting Add'l Modules Hosted by Edupoint</b>		<b>\$12,917</b>		
Payment Schedule for Professional Services		Percent	Amount	Payable On
Professional Services Cost			\$8,400	Due July 1, 2022
<b>Total Payment for Professional Services</b>			<b>\$8,400</b>	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): **\$263,465**

**EXHIBIT A - Continued**  
**Payment Schedule by Year**

Detailed Payment Schedule		Amount	Total
<b>Due July 1, 2022</b>			
Prorate Period of -318 Days and 1st Year Add'l Modules Hosted by Edupoint		\$754	
1st Year Professional Services		\$8,400	
	Payment Due		\$9,154
<b>Due July 1, 2022</b>			
2nd Year Edupoint Subscription License		\$119,579	
2nd Year Add'l Modules Hosted by Edupoint		\$6,007	
	Payment Due		\$125,586
<b>Due July 1, 2023</b>			
3rd Year Edupoint Subscription License		\$122,569	
3rd Year Add'l Modules Hosted by Edupoint		\$6,156	
	Payment Due		\$128,725
<b>Due July 1, 2024</b>			
<b>Due July 1, 2025</b>			

**Total Five Year Cost (excluding estimated expenses) \$263,465**

**Pricing Notes:**

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 08/12/22. Sales tax is not included.
- Year 1 is the ( 0 day ) period beginning on the date of Contract Signing.
- This proposal was based on 38 Schools with 36,600 students.
- An expense estimate of \$2,470 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 15.0% discount applied to license fees.
- Professional Services has a 20.0% discount applied to all your professional services fees.
- Escalation of 2.5% has been applied.


# Edupoint License Agreement


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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

Clay County District Schools  
900 Walnut Street  
Green Cove Springs, FL 32043  
(904) 336-6500

Rob Wilson	President
Printed Name	Title
	5/23/2022
Signature	Date Signed

Mary S. Della	Board Chair
Printed name	Title
	6/2/22
Signature	Date Signed



## **"ADDENDUM A"** **TO CONTRACT WITH** **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "CONTRACTOR".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
  - a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
  - b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
  - c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement, as per paragraph 15 of the Edupoint Software License Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.
4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.
5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.
6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
  - a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
  - b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs*) / Flat Rate (*cost for scope of work*) / etc.
  - c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
  - d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
  - e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.
8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.
9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.
10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.
13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.
14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.
16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.
17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to [Clay County District Schools website](#) for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

<u>General Liability Policy:</u>	<u>Auto Liability Policy:</u>	<u>Worker's Compensation Policy:</u>
\$1,000,000.00 per occurrence	\$1,000,000.00 combined single limit	\$100,000
\$2,000,000.00 aggregate	\$5,000,000.00 (if charter or common carrier)	* <i>Exempt, need signed WCAF</i>

*\*If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1.*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC."* CONTRACTOR is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.
23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.
24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
  - a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
  - b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
  - c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
  - d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
  - e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
    - a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
    - b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not


limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2: (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

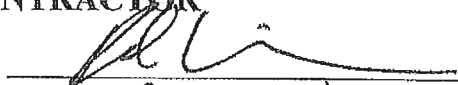
SBCC'S Representative with CONTRACTOR is: Ethan Caren  
School/Department Name: Information & Technology Services  
Mailing Address: 900 Walnut Street, Green Cove Springs  
Phone #: 904-336-9603 Email Address: ethan.caren@myoneclay.net

**Accepted and Agreed to:**

**SCHOOL BOARD OF CLAY COUNTY**

By:   
Print Name: Mary S. Bella  
Title: Board Chair  
Date: 6/2/22

**CONTRACTOR**

By:   
Print Name: Rob Wilson  
Title: President  
Date: 5/24/2022

**NOTIFICATION DOCUMENT**

**Waiver Requires Signature At Time Of Entrance On SBCC Property**

**Masks are Highly Encouraged and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, Employees not drawing District pay at the time they are on campus, or others conducting business on our property.**

**COVID-19 WAIVER**

**SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION**

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and; (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

  
\_\_\_\_\_  
Participant/Vendor/Volunteer/Parent Signature

5/24/2022  
\_\_\_\_\_  
Date

Rob Wilson  
\_\_\_\_\_  
Printed Name

Name of each minor child for whom this Release applies, if applicable:

\_\_\_\_\_  
\_\_\_\_\_

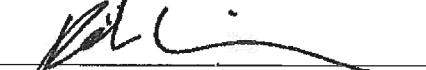
Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contractor had an opportunity to review and consult with legal counsel regarding this document.
10. Contractor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Edupoint Educational Systems LLC

Signature of Authorized Representative: 

Printed Name of Authorized Representative: Rob Wilson

Title of Authorized Representative: President

Date: 5/24/2022

## Exhibit # 2 (a)

### EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200**

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.**

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of \$10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29**

## **EDGAR CERTIFICATIONS (continued)**

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Any and all current or future Synergy products, modifications and reports created by Edupoint remain the confidential and exclusive property of Edupoint for the duration of any agreement with School Board of Clay County and in perpetuity thereafter.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387),** as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

**(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236).** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

**(I) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**EDGAR CERTIFICATIONS (continued)**

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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**RECORDS ACCESS AND RETENTION**

Records Access (34 CFR 80.36 (j)(10)): All vendors, contractors and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

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**RECOVERED MATERIALS**

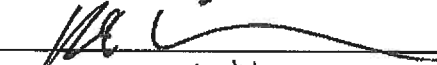
Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Vendor's Name:

Edupoint Educational Systems LLC

Signature of Authorized Representative:



Print Name of Authorized Representative:

Rob Wilson

**Exhibit # 2 (b)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

*This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Instructions for Certification:**

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
  - a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
  - d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

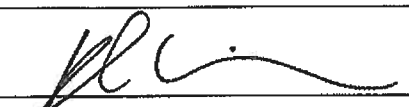
Name of Vendor: Edupoint Educational Systems LLC  
Rob Wilson President  
Printed Name Title of Authorized Representative  
Signature:  Date: 5/24/2022

Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

**IDENTICAL TIE BIDS** – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

**CONTRACTOR NAME:** \_\_\_\_\_

**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA )  
COUNTY OF CLAY )

My name is (INSERT NAME Rob Wilson). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

- 1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.
- 2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- 3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- 4) (INSERT NAME OF COMPANY Edupoint Educational Systems) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY Edupoint Educational Systems) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Edupoint Educational Systems LLC

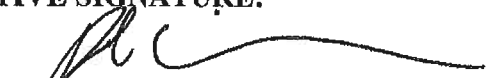
**AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:**

Rob Wilson

(Printed Name)

President

(Title)



(Signature)

5/24/2022

(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND  
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

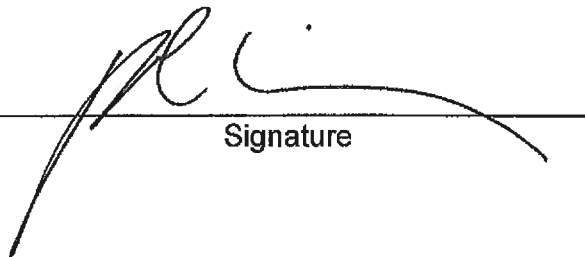
Contractor must disclose the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Contractor's Employee	SBCC Title or Position of Contractor's Employee	SBCC Department/School of Contractor's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

  
\_\_\_\_\_  
Signature

Edupoint Educational Systems LLC  
Company Name

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

Contract # 904-336-9603 **230077**  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

1/5/2023  
 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: 12/8/2022

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

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

Vendor Name: **Edupoint**

Contract Title: Distance Learning for Synergy

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 904-336-9603

Contract Term: **2 years** Renewal Option(s): Annually

Contract Cost: **\$18,492.00**

- BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100-6500692-9040-0000-0000-000-0  
 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  
 DEC 08 0022  
 PURCHASING

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

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department Review Date <b>12.13.22</b> <b>BFS</b>	_____
School Board Attorney Review Date <b>12/13/22</b>	_____
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: <b>12.13.22</b>



## School Board of Clay County

### January 5, 2023 - Regular School Board Meeting

#### **Title**

C5 - Synergy Distance Learning/Training Portal

#### **Description**

The Synergy Distance Learning/Training Portal is an Edupoint component that gives access within Synergy to training videos that are created and updated by Edupoint staff as the Synergy system is updated. The access to training is role based which ensures that users get training specific to their individual needs.

#### **Gap Analysis**

Current Professional Development for Synergy includes OneClay Portal Backpacks (online training for teachers), face to face training, Instructional Application Facilitator help, and recorded Google Meets. The Synergy DLP adds to the existing training and fills in the gaps of Support and Administrator training to address feedback received from users and stakeholders. The Synergy DLP is asynchronous training that would be available 24/7 which would ensure Support and Administrative staff would have the same training access as Instructional staff.

#### **Previous Outcomes**

Evaluations of survey results and proportionality of tickets show a need for more access to Synergy training for non-instructional and administrative employees.

#### **Expected Outcomes**

The Synergy DLP would address current gaps in training for Administrative and Support personnel using Synergy and will lead to cleaner data within the Synergy system and less issues for staff, students, and parents. Having clearly defined processes and training on those processes will result in less frustration from staff new to using the Synergy system and make onboarding easier for new (or new to their role) employees.

#### **Strategic Plan Goal**

**GOAL 5** - Develop and support great educators, support personnel, and leaders

**Strategy 5.2:** Provide on-going training and support for teachers, support staff, and leaders

**Initiative 5.2.3:** Develop and provide training on technology competencies for teachers and leaders

#### **Recommendation**

The recommendation is to approve Amendment 4 to the Edupoint Synergy Contract.

#### **Contact**

Ethan Caren, Director of Information & Technology Services, ethan.caren@myoneclay.net

#### **Financial Impact**

\$6,668 prorated for the remainder of 2022-23 and \$11,824 for the 2023-24 school year. Total through 2024: \$18,492.

#### **Review Comments**

#### **Attachments**

[230077 Learning for Synergy.pdf](#)

Amendment 4

To

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 17.0

- Exhibit A is amended to include Distance Learning Portal as follows:

EXHIBIT A - Software Subscription License Agreement  
 CLAY COUNTY - DLP  
 Total Cost by Product and Service

Florida V2209

Synergy® Student Educational Platform The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:	Subscription License					
	Charge for 212 days Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Synergy® Student Information System</b>						
Student Information (Not in Bid)						
State Reporting for Florida (Not in Bid)						
ParentVUE, StudentVUE, & Streams (Not in Bid)						
Online Student Registration (Not in Bid)						
Wait-List / Lottery (Not in Bid)						
Athletics (Not in Bid)						
Master Schedule Builder (Not in Bid)						
<b>Synergy® Learning Management System (LMS)</b>						
TeacherVUE with Gradebook (Not in Bid)						
LMS (Not in Bid)						
Assessment (Not in Bid)						
MTSS (Not in Bid)						
One Roster Integration (Not in Bid)						
<b>Synergy® Analytics</b>						
Analytics (Not in Bid)						
<b>Synergy® Special Education</b>						
Student Special Ed (Not in Bid)						
<b>Synergy® Tools</b>						
Video Conference Integration (Not in Bid)						
ST Tool Set (Object) & Appl Src Code (Not in Bid)						
<b>Distance Learning for Synergy</b>						
Distance Learning / Training Portal (Included)	\$6,668	\$11,824				\$18,492
<b>Sub-Total Subscription Software License</b>	<b>\$6,668</b>	<b>\$11,824</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$18,492</b>
<b>3rd Party Subscription Software</b>						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Not in Bid)						
- GradeCam (Not in Bid)						
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Professional Services</b>		Days	Unit Cost	List Cost	Discount %	Total
Sub-Total Professional Services includes days:						

Total Five Year Cost (excluding estimated expenses): \$18,492





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

Contract # 230155  
 Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:  
 6/29/2023  
 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): Au to Renew Annually

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**

*\*\* 8/6/2024 Hang out BFs with Ethan: Yes, the original Board agenda dollar amount & all the other agendas adding cost but nothing adding the annually renewal increase. I say we let it go this year but look at doing a new contract before 25/26. In talking with the State Auditor this year it's not good practice to have contracts exceed 5+ years. Plus Auto-Renew give me the chills. I also think this Board would want to be in the loop.*

**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 DEPT

RECEIVED  
5/24/2023  
SBAO

**\*\* 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>CB</u>	
Review Date <u>6/5/23</u>	
Other Dept. as Necessary	
Review Date	

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS:  **APPROVED** DATE: 6.6.23



School Board of Clay County

**June 29, 2023 - Regular School Board Meeting**

**Title**

C4 - Amendment to Edupoint Contract to Reflect First In State Discounts

**Description**

Clay County District Schools was the first district in the state of Florida to implement Edupoint’s Synergy Student Information System. CCDS has been utilizing the Synergy platform for two years. CCDS received the first-in-state-discount, as well as the agreement of additional discounts as more Florida districts implement Synergy. Hillsborough County has now gone live with the Synergy platform which entitled Clay County to a discount of \$10,558.40 which will be reflected as a refund. The \$10,558.40 discount was calculated based on 40% of the cost of TeacherVUE (\$26,396 x .40 = \$10,558.40). The cost to the district for TeacherVue will perpetually be discounted by 40%.

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%

**Gap Analysis**

The fee schedule for the current contract does not reflect Clay County’s First in State status. This amendment will revise the fee schedule to reflect the discounts.

**Previous Outcomes**

This is the fifth amendment to the original contract.

**Expected Outcomes**

As more districts utilize Edupoint Synergy, the cost to Clay County will decrease up to a 50% discount for each component.

**Strategic Plan Goal**

**GOAL 2** - Improve management of district-wide operations and facilities.

**Strategy 2.1:** Improve technology in all classrooms and district buildings.

**Strategy 2.4:** Ensure effective and efficient use of resources for fiscal stability.

**Initiative 2.4.1:** Design and implement fiscal practices and policies that enable the district to maximize efficiency.

**Recommendation**

To approve the Amendment to the Edupoint contract.

**Contact**

Ethan Caren, Director of Information Services, ethan.caren@myoneclay.net

**Financial Impact**

The district will receive a \$10,558.40 refund for the 22-23 school year since Hillsborough went live with the Synergy Gradebook

component, TeacherVue. TeacherVue will continue to be discounted by %40. Additional discounts will be applied as more districts go live with additional components.

**Review Comments**

**Attachments**

[230155 Edupoint Amendment 5.pdf](#)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/16/2023

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).

<b>PRODUCER</b> The Mahoney Group - Mesa 1835 South Extension Road Mesa, AZ 85210	<b>CONTACT NAME:</b> Doris Garrison	
	<b>PHONE (A/C, No, Ext):</b> (480) 214-2752	<b>FAX (A/C, No):</b> (480) 730-4929
<b>E-MAIL ADDRESS:</b> dgarrison@mahoneygroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Federal Insurance Company		20281
<b>INSURER B:</b> Great Northern Ins. Company		20303
<b>INSURER C:</b> Chubb Indemnity Insurance Co		12777
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**

Edupoint Educational Systems LLC  
 1955 S Val Vista Drive, Ste 200  
 Mesa, AZ 85204

**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 type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			35916544	3/31/2023	3/31/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							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
								\$
B	<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			73578640	3/31/2023	3/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79871481	3/31/2023	3/31/2024	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	71707458	3/31/2023	3/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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)  
 If required by a written contract or agreement, Clay County is an additional insured on general liability per attached form 80-02-2000

<b>CERTIFICATE HOLDER</b>  Clay County District Schools 900 Walnut Street Green Cove Springs, FL 32043	<b>CANCELLATION</b>  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  <i>Lacey Drapee Clark</i>