

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)  
HEREIN REFERRED TO AS THE CONTRACTOR AND THE SCHOOL BOARD OF  
CLAY COUNTY, FLORIDA HEREIN REFERRED TO AS THE BOARD, TO PROVIDE  
A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN REFERRED TO AS  
NAVIGATOR PLUS – TRACK MODULE AND RELATED SUPPORT SERVICES:**

This Contract shall be from July 1, 2013 to June 30, 2014 and shall remain in effect for a term of one (1) year from said date and shall automatically be renewed for subsequent one (1) year terms on the anniversary date unless modified or terminated by written agreement of the parties.

This Contract may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating their termination.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide Navigator Plus – Track Module (previously known as My-Points.org) and selected services associated with this web-based staff development management system as follows:

- A. To provide instruction on access to the Navigator Plus – Track Module website, copyrighted and operated through the Florida Learning Alliance, for use by School Board Employees that are provided Internet access through the School Board.
- B. The Contractor is responsible for access control, web content, or any associated operational or maintenance activity of the Navigator Plus - Track Module website.
- C. To designate a technical contact to provide assistance with data migration and to provide technical assistance for product use and follow-up.
- D. To provide training for each group of users including teachers, principals and staff development administrators, within the district.
- E. To establish a Navigator Plus - Track Module Advisory Committee comprised of representatives from each participating district to evaluate the product and make recommendations for future enhancements.
- F. To subcontract any of the above services to the North East Florida Educational Consortium.

**II. OBLIGATIONS OF THE BOARD:**

The Board hereby agrees:

- A. To designate a district administrator and first line of contact for users. Contact names to be provided to FLA, Inc. prior to July 1 of contract period.
- B. To designate a district representative to serve on the Navigator Plus - Track Module Advisory Group to evaluate the product and make recommendations for future enhancements. Contact name to be provided to FLA, Inc. prior to July 1 of contract period.
- C. To pay the annual district assessment based on the past April's enrollment figures with a \$10,000 base and \$0.60 per FTE. All invoices will be paid in accordance with with the Local Governmental Prompt Payment Act.

D. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.

**III. MODIFICATION OF CONTRACT**


This contractual attachment may be amended only by an agreement executed in the same manner as the original.

IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**APPROVED AND RECOMMENDED FOR SIGNING**

**Florida Learning Alliance, Inc.**

**School Board of Clay County, Florida**

  
\_\_\_\_\_  
by Tom Conner, President

\_\_\_\_\_  
by Charles E. Van Zant, Jr., Superintendent

Dated: 3-14-13

Dated: \_\_\_\_\_

\_\_\_\_\_  
By \_\_\_\_\_, Chairperson

Dated: \_\_\_\_\_