

**A CONTRACT BETWEEN THE FLORIDA LEARNING ALLIANCE, INC. (FLA, INC.)  
HEREIN REFERRED TO AS THE CONTRACTOR AND THE DISTRICT SCHOOL  
BOARD OF CLAY COUNTY, HEREIN REFERRED TO AS THE BOARD, TO  
PROVIDE A STAFF DEVELOPMENT MANAGEMENT SYSTEM, HEREIN  
REFERRED TO AS MY-POINTS.ORG AND RELATED SUPPORT SERVICES:**

This contract period shall be from July 1, 2009 to June 30, 2010, unless otherwise amended/extended by mutual agreement.

**I. OBLIGATIONS OF THE CONTRACTOR:**

The Florida Learning Alliance, Inc. (FLA, Inc.) agrees to provide 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 My-Points.org 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 My-Points.org 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 My-Points.org 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 Diane Kornegay as district administrator and first line of contact for users.
- B. To designate Hilda Manning as the district representative to serve on the My-Points.org Advisory Group to evaluate the product and make recommendations for future enhancements.
- C. To pay the annual district assessment of \$ 31,587.24 (based on October 2008 enrollment figures with a \$10,000 base and \$0.60 per FTE.). All invoices are due in thirty (30) days from the date of the invoice.
- 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 \_\_\_\_\_, 2009.

**APPROVED AND RECOMMENDED FOR SIGNING**

**Florida Learning Alliance, Inc.**

**District School Board of Clay County**

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

\_\_\_\_\_  
by Ben Wortham, Superintendent

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

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

\_\_\_\_\_  
by Charles Van Zant, Jr., Chairperson

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