



Hosting Services Agreement
January 28, 2015

1600 Lee Road
Winter Park, FL 32789

Hosting Services Agreement: This Hosting Services Agreement is effective May 1, 2015 between Performance Matters, LLC ("PMI") a Florida Limited Liability Company located at 1600 Lee Road, Winter Park, FL 32789 and the School Board of Clay County, FL ("CUSTOMER") located at 814 Walnut Street, Green Cove Springs, FL. The purpose of this Agreement is to facilitate access by CUSTOMER employees ("named users") to the Performance Matters' Assessment & Data Management System ("SERVICE") described in Attachment A.

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

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

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

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

Term: The term of this Agreement shall be from May 1, 2015 through July 31, 2018. Subsequent to the initial term, CUSTOMER shall receive a renewal notice from SERVICE at least 120 days prior to annual renewal. The CUSTOMER will have the option of canceling the service with a 90-day notice prior to the annual renewal date.

Initials
_____CUSTOMER _____PMI

Performance Matters, LLC
Confidential Information

clay co hsa 2015-2018
Page 1 of 8



Hosting Services Agreement
January 28, 2015

1600 Lee Road
Winter Park, FL 32789

Enforcement Expenses: In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all of its taxable court costs. Any litigation arising out of this Agreement shall be in the State of Florida and venue shall be in the state courts located in Clay County, FL.

Limitation of Liability: PMI shall not be liable for special or consequential damages or any business losses to CUSTOMER arising out of the services provided hereunder. The remedy for any loss arising out of PMI's performance or non-performance of its obligations under this Agreement shall be limited either to correction of the non-performing condition or damages limited to a maximum of the amount of the fee paid by CUSTOMER under this Agreement during the twelve-month period preceding the breach that caused the loss.

Warranty and Disclaimer of Warranties: PMI warrants that Service will operate substantially in conformance with documentation for the Service, which consists of help and tutorial systems provided by PMI to CUSTOMER, as well as related printed documentation. There are no warranties extending beyond the description of the Service in such documentation.

Student Information: Pursuant to this Agreement, Performance Matters will maintain student records on behalf of Customer which will include demographic information and a variety of academic records such as test scores, instructional and behavioral interventions, provided by Customer. Such information is referred to collectively herein as "Student Information." With respect to such Student Information, Performance Matters agrees as follows:

A. Performance Matters shall at all times use commercially reasonable and appropriate measures designed to ensure the confidentiality and security of Customer's Student Information, to protect against any anticipated hazards or threats to the integrity or security of Student Information, and to protect against unauthorized access or disclosure of such Student Information. Performance Matters will comply with all applicable state and federal laws and regulations with respect to Student Information, including the federal Family Educational Records Protection Act (FERPA) and the Florida Information Protection Act of 2014 (FL Statute 501.71).

B. Performance Matters will use commercially reasonable and appropriate measures designed to ensure that Student Information shall not be distributed, shared with, or disclosed to any third party or individual, other than Performance Matters' employees, subcontractors, agents, consultants and auditors who reasonably need to have access to Student Information for purposes of performing services for Customer. Provided, however, that Performance Matters may disclose any Student Information to the extent required by law, regulation, or court order. If Performance Matters becomes so required to disclose any Student Information, then Performance Matters will provide Customer with prompt written notice so that Customer may seek an appropriate protective order or other remedy, at Customer's direction and expense.



Hosting Services Agreement
January 28, 2015

1600 Lee Road
Winter Park, FL 32789

C. Performance Matters will take commercially reasonable measures to prevent any hard copy of Student Information from being removed from its business premises, and will require similar measures from any subcontractor performing services for Customer. Performance Matters will store Student Information only on its servers located in secure business premises reasonably under the control of Performance Matters.

D. All Student Information provided to Performance Matters by Customer shall remain the property of Customer. Performance Matters will not use such Student Information for any purpose other than providing services and support to Customer and will not use any Student Information to the detriment of Customer. Performance Matters will not sell, assign, lease, disclose to third parties (other than as allowed by section B, above), or commercially exploit any portion of the Student Information. Upon termination of this Agreement, Performance Matters shall return to Customer all Student Information provided by Customer, in a useable electronic form, and will erase, destroy, and render unreadable all such Student Information formerly stored on Performance Matters servers.

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

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

Performance Matters, LLC

The School Board of Clay County, FL

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Attachment A: Performance Matters Price Schedule

Year 1: May 1, 2015 – July 31, 2015 (3 Months)

PM Service	Count	Unit	Unit Price	3-Month Total	Due
ADMS Assessment & Data Management System	35,830	Per student	\$5.00	\$44,788.00	
OLA Online Assessment	20,300	Per student	\$1.00	\$5,075.00	
3-Month Total				\$49,863.00	

Year 1: August 1, 2015 – July 31, 2016

PM Service	Count	Unit	Unit Price	Total	Due
ADMS	35,830	Per student	\$5.00	\$179,150.00	
OLA	20,300	Per student	\$1.00	\$20,300.00	
Scan Engine Image Processing Fee	60,000	Per scan	\$.06	\$3,600.00	Billed Quarterly
Total				\$203,050.00	

Year 2: August 1, 2016 – July 31, 2017

PM Service	Count	Unit	Unit Price	Total	Due
ADMS	35,830	Per student	\$5.00	\$179,150.00	
OLA	20,300	Per student	\$1.00	\$20,300.00	
Scan Engine Image Processing Fee	60,000	Per scan	\$.06	\$3,600.00	Billed Quarterly
Total				\$203,050.00	

Year 3: August 1, 2017 – July 31, 2018

PM Service	Count	Unit	Unit Price	Total	Due
ADMS	35,830	Per student	\$5.00	\$179,150.00	
OLA	20,300	Per student	\$1.00	\$20,300.00	
Scan Engine Image Processing Fee	60,000	Per scan	\$.06	\$3,600.00	Billed Quarterly
Total				\$203,050.00	

Total charges for May 1, 2015 through July 31, 2018 are payable in accordance with Local Governmental Prompt Payment Act.



Attachment A – Fees and Service Description
Hosting Services Agreement
January 28, 2015

1600 Lee Road
Winter Park, FL 32789

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

- On-going enhancements and updates to the Performance Matters' Enterprise Edition (SERVICE)
- Performance Matters consortium item banks for Math (grades 1-8, Algebra I, grade 10). Access to this item bank requires active participation in the Florida item bank consortium group.
- Participation as a member of the Florida Assessment Development Consortium
- User group which includes other Florida school districts
- For non-copyrighted items owned by CUSTOMER that Performance Matters can share with other school districts, Performance Matters will load the item content to the Assessment System at no charge. Copyrighted items are subject to a charge of \$2 per item.
- Exports of local assessment results in the current format aligned with the FL DOE Differentiated Accountability reporting mandates
- On-Line Professional Development: Performance Matters will provide on-line learning tools for the exclusive use of the CUSTOMER.

Initials _____
_____CUSTOMER _____PMI

Performance Matters, LLC
Confidential Information

clay co hsa 2015-2018
Page 5 of 8



Attachment A – Fees and Service Description
 Hosting Services Agreement
 January 28, 2015

1600 Lee Road
 Winter Park, FL 32789

Service Description
Performance Matters Florida Enterprise Edition

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

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

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



Attachment A – Fees and Service Description
 Hosting Services Agreement
 January 28, 2015

1600 Lee Road
 Winter Park, FL 32789

Report/Module	Description and Use
OTHER INDICATORS - OTHER PERTINENT ACADEMIC MEASURES	
College Prep	Student performance for the ACT and SAT college prep tests; available in standalone report and Baseball Card reports
DIBELS	Separate report of student performance for all the fluency measures administered via DIBELS color coded for risk level
IDEL	Spanish version of DIBELS assessments provided in the same format as DIBELS
Lexile	Student Lexile scores color coded for grade equivalent; available as separate report and in Baseball Card reports
Stanford 10	Separate report of student performance among the academic results scored on the Stanford 10
NWEA	Separate report of student performance among the academic results scored on the NWEA
FAIR	Florida Assessment in Reading
Grades	Grades by course by student; available in Student Detail and Baseball Card v3
Attendance	Attendance events and attendance rate by student; available in Student Detail Report
Discipline	Discipline events by student; available in Student Detail Report

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

Initials _____
 _____CUSTOMER _____PMI

Performance Matters, LLC
 Confidential Information

clay co hsa 2015-2018
 Page 7 of 8



Attachment A – Fees and Service Description
 Hosting Services Agreement
 January 28, 2015

1600 Lee Road
 Winter Park, FL 32789

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

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

Initials _____
 _____CUSTOMER _____PMI

Performance Matters, LLC
 Confidential Information

clay co hsa 2015-2018
 Page 8 of 8