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, 2008 to June 30, 2009, 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 <u>Diane Kornegay</u> as district administrator and first line of contact for users.
- B. To designate Hida Manager 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 \$ 31,606.79 (based on October 2007 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.
- E. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

## 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 here set their hands and seal on this the	eto, by the undersigned authorized to bind said parties, day of, 2008.				
APPROVED AND RECOMMENDED FOR SIGNING					
Florida Learning Alliance, Inc.	District School Board of Clay County				
by Dr. Frank Gibbs, President	by David Owens, Superintendent				
Dated:	Dated:				
	by Carol Studdard, Chairperson				
	Dated:				

Panel:	F804. Requi	sition Items		Year: 2009
Action: C Rqst: 9003	Req: 90047 Rf:	_		
Vndr: V0900002249 FLORIDA	LEARNING ALLIAN	CE, INC		
217 SOUTH ADAMS STE	REET TAL	LAHASSE, FL .	323011735	
			Item:	31606.79
Date: 07302008 T: N S: P	A: P T/C:		Acct:	31606.79
Ship: 9003 INSTRUCTIONAL	SUPPORT			
Buyr: BFS BERTIE F. STAR		Bid:		CPOB
Attn:		PO:		NNNP
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