

Board of Directors
Sara Betnel
Heather Fralick
Meghan Jernigan
Rebeca Rivera
David Wilson
Rebecca L. Miner
Superintendent
Secretary to the Board

January 29, 2019

Liam Stark

Sent via email to ls0987320@k12.shorelineschools.org

Dear Mr. Stark,

This is Shoreline School District's final response to your public records request, received December 13, 2019, requesting the following information:

- "...all of the vendor contracts which the Shoreline School District has for all of the technologies in use..."

Thank you for your clarification on December 13, 2019 that you wished to receive copies of contracts "... which interact with student information in any way. . ."

The file with documents found to be responsive to your request is too large to send via email. The documents will be made available to you via a thumb drive; please contact my assistant, Di Mikesell, to make arrangements for pick up of the drive. If you have any additional questions, please call me or Di, at 206-393-4366.

Sincerely,

A handwritten signature in cursive script that reads "Marla S. Miller".

Marla S. Miller
Deputy Superintendent

Cc: Eric Caldwell, Director of Instructional Technology

From: **Marla Miller** marla.miller@shorelineschools.org
Subject: **Final Response Public Records Request: Student Information Technology Contracts**
Date: **January 29, 2020 at 10:05 AM**
To: **Liam Stark** ls0987320@k12.shorelineschools.org
Cc: **Mikesell Di** di.mikesell@shorelineschools.org, **Eric Caldwell** eric.caldwell@shorelineschools.org



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January 29, 2019

Liam Stark

Sent via email to ls0987320@k12.shorelineschools.org

Dear Mr. Stark,

This is Shoreline School District's final response to your public records request, received December 13, 2019, requesting the following information:

- "...all of the vendor contracts which the Shoreline School District has for all of the technologies in use..."

Thank you for your clarification on December 13, 2019 that you wished to receive copies of contracts "... which interact with student information in any way..."

The file with documents found to be responsive to your request is too large to send via email. The documents will be made available to you via a thumb drive; please contact my assistant, Di Mikesell, to make arrangements for pick up of the drive. If you have any additional questions, please call me or Di, at 206-393-4366.

Sincerely,

A handwritten signature in cursive script that reads "Marla S. Miller".

Marla S. Miller
Deputy Superintendent

Cc: Eric Caldwell, Director of Instructional Technology

Liam I'm sorry that Di is out sick today. She expects to be back tomorrow, Thursday, January 30th, and will be able to respond to you then if you call to make arrangements to pick up the drive. Thank you,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org



Board of Directors
Sara Betnel
Heather Fralick
Meghan Jernigan
Rebeca Rivera
David Wilson
Rebecca L. Miner
Superintendent
Secretary to the Board

December 20, 2019

Liam Stark

Sent via email to ls0987320@k12.shorelineschools.org

Dear Mr. Stark,

This is to acknowledge receipt of your public records request, received December 13, 2019, requesting the following information:

- "...all of the vendor contracts which the Shoreline School District has for all of the technologies in use..."

On 12/13/19, I requested further clarification of which areas of technology you were interested in reviewing. Thank you for your response indicating you are looking "... at the technology vendor contracts which interact with student information in any way, ie: google, canvas, naviance, network infra, ect. [*sic*]."

The District currently estimates the public documents found to be responsive to your request will be available to you within 20 business days from the date of this letter. The additional time required to respond to your request is based upon the need to locate and assemble the information requested, to notify third persons or agencies affected by the request, if any, or to determine whether any of the information requested is exempt from disclosure.

A copy of your full public records request is enclosed with this response. If you have any questions, please call me or my assistant, Di Mikesell, at 206-393-4366.

Sincerely,

A handwritten signature in black ink that reads "Marla S. Miller".

Marla S. Miller
Deputy Superintendent

Electronic Enc: Request for Public Records and Clarifying Emails

From: **Di Mikesell** di.mikesell@shorelineschools.org 
Subject: **Public Records Request**
Date: **December 20, 2019 at 9:51 AM**
To: **Liam Stark** ls0987320@k12.shorelineschools.org

Di Mikesell
Executive Assistant to Deputy Superintendent
Shoreline School District
18560-1st Ave. NE
Shoreline, WA 98155
di.mikesell@shorelineschools.org

ph: 206-393-4366
fx: 206-393-4204



Technology
Vendor...ails.pdf

From: **Marla Miller** marla.miller@shorelineschools.org
Subject: **Fwd: IT Vendor Contracts**
Date: **December 16, 2019 at 8:01 AM**
To: **Mikesell Di** di.mikesell@shorelineschools.org



fyi please place a copy in the file. Thanks, Di,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

Begin forwarded message:

From: Marla Miller <marla.miller@shorelineschools.org>
Subject: Re: IT Vendor Contracts
Date: December 16, 2019 at 8:00:30 AM PST
To: Liam Stark <ls0987320@k12.shorelineschools.org>

Good morning, Liam,

Thank you for clarifying your request. We will be responding to this as a public records request. If you are interested in more information about the Public Records Act, it can be found at RCW 42.56 (the state's statutes).

Thank you - I hope you and your Shorecrest student colleagues have a quiet and productive day!

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

On Dec 15, 2019, at 12:50 PM, Liam Stark <ls0987320@k12.shorelineschools.org> wrote:

Hello,

On reflection I would be fine with just looking at the technology vendor contracts which interact with student information in any way, ie: google, canvas, naviance, network infra, ect.

Hope your having a good weekend,

Liam Stark

Sent from my iPhone

On Dec 13, 2019, at 07:23, Marla Miller <marla.miller@shorelineschools.org> wrote:

Good morning, Liam. Your request is very broad - can you tell me which areas of technology you are interested in reviewing? The District has dozens of vendor contracts related to software, hardware, networking, communications equipment, and others, and we'll be happy to respond to your request with a little more clarification.

Thank you,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

On Dec 12, 2019, at 9:14 PM, Liam Stark <ls0987320@k12.shorelineschools.org> wrote:

Hello Ms. Miller,
I'm a student at shorecrest, and I am curious about the vendor contracts our school district has for all of the technologies.
Could you please send me a copy of all of the vendor contracts the shoreline school district has?
Thank you,
Liam Stark
Sent from my iPhone



Please Email This Form To: public.records@shorelineschools.org

PUBLIC RECORDS REQUEST

It is the policy of Shoreline School District to make available for inspection and/or copying all district records falling within the classification of public records as defined by laws, except those which are exempted from such disclosure subject to the procedures, limitations, and qualifications set forth in the laws and/or school district regulations.

Requester Information (we will honor anonymous request)

Name*		Company/Organization	
<u>Liam Stark</u>		<u>N/A</u>	
Email*		Address line 1*	
<u>Ls0987320@k12.shorelineschools.org</u>		<u>19839 31st ave NE</u>	
City*	State*	Zip code*	Phone*
<u>Lake Forest Park</u>	<u>WA</u>	<u>98155</u>	<u>206-658-3352</u>

Description of the document(s) you are requesting*

Time period of the information you are seeking:

Start date* 1/1/2000 End Date* 12/17/2019

Please provide enough information that we may identify and locate the records you seek. Attach additional page if necessary.

I hereby request records of all current contracts, agreements, memorandums of understanding, terms of use, including privacy policies accepted as terms of use, and any amendments which might exist between the Shoreline School District and any provider of computer software, computer services, or internet services that have access to data about students. Please also include those records for any such contracts or agreements that are known now and will be active in the future. Data about students includes anonymized data, metadata, data regarding access of URLs, streaming content accessed by the students' location data, student search information, information about student duration of computer use or activities, student-generated content, student form completion data, and district generated data about students. Data about students does not include district reports to the School Board, or other public reports of general information such as demographic trends, numbers of pupils, and other general district information. Please provide all records in the original format with metadata. Please copy the records and metadata to a district google drive folder and provide me access using my google email account: LS0987320@k12.shorelineschools.org.

If the request is for a list of individuals, I certify, by checking this box, that the information will not be used for commercial purposes. The district is not authorized to provide public records consisting of a list of individuals for commercial use (RCW42.56.070(9)).

Records Delivery Options

Select one option to receive the records*:

- Printed copies will be 15 cents per page. Mailing cost will be additional (unless copies are picked-up in person).
- I want the copies to be sent electronically (no cost).
- Review of the records only (no cost except for any pages you wish to have copies made after review). Records may be reviewed on workdays between 8:30 am and 4:00 pm (by appointment only).

* Required Fields

From: **Liam Stark** ls0987320@k12.shorelineschools.org
Subject: Public Records Request Form Submission.
Date: December 17, 2019 at 8:36 AM
To: public.records@shorelineschools.org



Hello.
The form to be submitted is attached.
Thank you.
Liam Stark.

--
This message was sent using a Shoreline School District-owned email address. If you wish to respond with anything that is not directly applicable to a school environment please send a reply to Liam.g.stark.12@gmail.com.
Thank you,
Liam Stark



Please Email This Form To: public.records@shorelineschools.org

PUBLIC RECORDS REQUEST

It is the policy of Shoreline School District to make available for inspection and/or copying all district records falling within the classification of public records as defined by laws, except those which are exempted from such disclosure subject to the procedures, limitations, and qualifications set forth in the laws and/or school district regulations.

Requester Information (we will honor anonymous request)

Name*	Company/Organization		
Liam Stark	N/A		
Email*	Address line 1*		
Ls0987320@k12.shorelineschools.org	19839 31st ave NE		
City*	State*	Zip code*	Phone*
Lake Forest Park	WA	98155	206-658-3352

Description of the document(s) you are requesting*

Time period of the information you are seeking:
Start date* **1/1/2000** End Date* **12/17/2019**

Please provide enough information that we may identify and locate the records you seek. Attach additional page if necessary.

I hereby request records of all current contracts, agreements, memorandums of understanding, terms of use, including privacy policies accepted as terms of use, and any amendments which might exist between the Shoreline School District and any provider of computer software, computer services, or internet services that have access to data about students. Please also include those records for any such contracts or agreements that are known now and will be active in the future. Data about students includes anonymized data, metadata, data regarding access of URLs, streaming content accessed by the students' location data, student search information, information about student duration of computer use or activities, student-generated content, student form completion data, and district generated data about students. Data about students does not include district reports to the School Board, or other public reports of general information such as demographic trends, numbers of pupils, and other general district information. Please provide all records in the original format with metadata. Please copy the records and metadata to a district google drive folder and provide me access using my google email account:
LS0987320@k12.shorelineschools.org.

If the request is for a list of individuals, I certify, by checking this box, that the information will not be used for commercial purposes. The district is not authorized to provide public records consisting of a list of individuals for commercial use (RCW42.56.070(9)).

Records Delivery Options

Select one option to receive the records*:

Printed copies will be 15 cents per page. Mailing cost will be additional (unless copies are picked up).

- Printed copies will be 10 cents per page. Mailing cost will be additional (unless copies are picked up in person).
- I want the copies to be sent electronically (no cost).
- Review of the records only (no cost except for any pages you wish to have copies made after review). Records may be reviewed on workdays between 8:30 am and 4:00 pm (by appointment only).

• **Required Fields**

From: **Marla Miller** marla.miller@shorelineschools.org
Subject: **Fwd: IT Vendor Contracts**
Date: **December 16, 2019 at 7:58 AM**
To: **Mikesell Di** di.mikesell@shorelineschools.org



Di, please add this clarification to the PRA folder for this student's request. We need to do an initial acknowledgement letter. Thanks,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

Begin forwarded message:

From: Liam Stark <ls0987320@k12.shorelineschools.org>
Subject: Re: IT Vendor Contracts
Date: December 15, 2019 at 12:50:33 PM PST
To: Marla Miller <marla.miller@shorelineschools.org>

Hello,

On reflection I would be fine with just looking at the technology vendor contracts which interact with student information in any way, ie: google, canvas, naviance, network infra, ect.

Hope your having a good weekend,

Liam Stark

Sent from my iPhone

On Dec 13, 2019, at 07:23, Marla Miller <marla.miller@shorelineschools.org> wrote:

Good morning, Liam. Your request is very broad - can you tell me which areas of technology you are interested in reviewing? The District has dozens of vendor contracts related to software, hardware, networking, communications equipment, and others, and we'll be happy to respond to your request with a little more clarification.

Thank you,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

On Dec 12, 2019, at 9:14 PM, Liam Stark <ls0987320@k12.shorelineschools.org> wrote:

Hello Ms. Miller,

I'm a student at shorecrest, and I am curious about the vendor contracts our school district has for all of the technologies. Could you please send me a copy of all of the vendor contracts the shoreline school district has?

Thank you,

Liam Stark

Sent from my iPhone

From: **Marla Miller** marla.miller@shorelineschools.org
Subject: **Fwd: IT Vendor Contracts**
Date: **December 13, 2019 at 7:25 AM**
To: **Mikesell Di** di.mikesell@shorelineschools.org



For the PRA file - thanks.

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

Begin forwarded message:

From: Marla Miller <marla.miller@shorelineschools.org>
Subject: Re: IT Vendor Contracts
Date: December 13, 2019 at 7:23:44 AM PST
To: Liam Stark <ls0987320@k12.shorelineschools.org>

Good morning, Liam. Your request is very broad - can you tell me which areas of technology you are interested in reviewing? The District has dozens of vendor contracts related to software, hardware, networking, communications equipment, and others, and we'll be happy to respond to your request with a little more clarification.

Thank you,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

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Hello Ms. Miller,

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Thank you,

Liam Stark

Sent from my iPhone

From: **Marla Miller** marla.miller@shorelineschools.org
Subject: **Fwd: IT Vendor Contracts**
Date: **December 13, 2019 at 7:24 AM**
To: **Mikesell Di** di.mikesell@shorelineschools.org



Di, please set up a public records file. Thanks,

Marla

Marla S. Miller
Deputy Superintendent
Shoreline School District
206.393.4514
206.393.4204 (fax)
marla.miller@shorelineschools.org

Begin forwarded message:

From: Liam Stark <ls0987320@k12.shorelineschools.org>
Subject: IT Vendor Contracts
Date: December 12, 2019 at 9:14:42 PM PST
To: marla.miller@shorelineschools.org

Hello Ms. Miller,

I'm a student at shorecrest, and I am curious about the vendor contracts our school district has for all of the technologies. Could you please send me a copy of all of the vendor contracts the shoreline school district has?

Thank you,
Liam Stark
Sent from my iPhone

EDUCATIONAL COOPERATIVE AGREEMENT BETWEEN
SPOKANE PUBLIC SCHOOLS AND SHORELINE SCHOOL DISTRICT

COPY

Access to Spokane Virtual Learning Courses

1. Parties.

This Educational Cooperative Agreement ("Agreement") is entered into by and between Spokane Public Schools, legally referenced as Spokane School District No. 81 ("SPS") and Shoreline Public Schools, legally referenced as Shoreline School District No. ___ ("Shoreline"), both Washington municipal corporations.

2. Purpose.

The purpose of this Agreement is to provide students residing and enrolled in Shoreline access to SPS's Virtual Learning ("SVL") courses.

3. Term.

This Agreement shall be effective upon mutual execution and continue through August 31, 2012, and shall be automatically renewed for successive one (1) year periods unless terminated in accordance with Paragraph 10 of this Agreement.

4. Shoreline Rights and Responsibilities:

4.1 Specifics:

4.1.1 Shoreline shall distribute the SVL brochure attached hereto as Exhibit A marketing SVL courses to Shoreline students and parents each spring and shall make the brochure available to the public in the Shoreline high schools and middle schools.

4.1.2 Shoreline shall create, maintain and modify as needed, a written student learning plans as required by Washington regulations related to alternative learning experiences, incorporating applicable SVL course syllabuses for each Shoreline student registered in SVL courses.

4.1.3 Shoreline shall provide a Shoreline web page on their district website that will be designed by SPS for purposes of this Agreement and as approved by Shoreline.

4.1.4 Shoreline shall be responsible for complying with all laws, reporting, and Shoreline policies and procedures regarding online learning and alternative learning experiences.

4.1.5 Shoreline shall maintain a ratio of less than ten percent of the students enrolled in the online program who reside outside of the geographic boundaries of the school district, unless Multidistrict Online Provider designation is approved by the Office of Superintendent of Public Instruction.

4.1.6 Shoreline shall designate a facilitator for the purposes of monitoring and supporting Shoreline students and communicating to SVL course instructors.

4.1.7 Shoreline shall be responsible for all reporting and apportionment claims for Shoreline students registered in SVL courses.

4.1.8 Shoreline agrees that this Agreement is solely a "fee for services" agreement, and

is not a dual-enrollment or interdistrict transfer agreement.

4.1.9 Shoreline agrees that the provision of all special education and related services of Shoreline students who are eligible for such services shall remain the responsibility of Shoreline, including, but not limited to, the provision of ancillary services and the creation and monitoring of the student IEPs.

4.1.10 Shoreline agrees that it will be responsible for: (i) the administration of mandatory assessments; (ii) the provision of diplomas upon successful completion of graduation requirements; and (iii) the compliance with student discipline procedures under WAC 392-400 for Shoreline students participating in SVL courses. Any Shoreline student who participates in SVL courses will remain eligible to participate in Shoreline extracurricular activities in accordance with the policies, procedures, and rules of the Washington Interscholastic Athletic Association and Shoreline.

4.1.11 Shoreline shall be responsible for selecting and registering for appropriate SVL coursework on its students' behalf.

4.1.12 Shoreline shall submit the signed Non-Disclosure Agreement attached as Exhibit C to this Agreement to SPS prior to any access to SPS' Virtual Learning Courses.

4.2 Fees:

4.2.1 Shoreline agrees to pay SPS the following fees for each SVL course registration by each Shoreline student:

- 4.2.1.1 General Basic Education course - \$275/semester course
- 4.2.1.2 Math Basic Education course - \$299/semester course
- 4.2.1.3 World Language Education course - \$299/semester course
- 4.2.1.4 Advance Placement course - \$299/semester course
- 4.2.1.5 Career & Technical course - \$299/semester course
- 4.2.1.6 Summer School course - \$185/semester course

4.2.2 Shoreline shall retain all enhancement funding for Shoreline students registered in SVL courses.

4.2.3 Shoreline shall furnish all supplies, software and equipment needed for SVL course participation by Shoreline students.

4.2.4 Within thirty (30) days receipt of an invoice, Shoreline shall provide payment to SPS for SVL course registrants who were still participating in the course as of the 30th class day. Shoreline agrees that there shall be no refunds.

5. SPS Rights and Responsibilities:

5.1 SPS enrolled students shall have priority registration in SVL courses. After the SPS enrolled student priority registration period, SPS shall provide students residing and enrolled in Shoreline access to SVL courses during an open registration period designated by SPS; provided that the course(s) has not been deemed "full" by SPS; and provided that there are a minimum of eight (8) students registered for the course(s) by the scheduled start date.

5.2 SPS shall invoice Shoreline on or about October 5th for first semester SVL courses, on or about March 5th for second semester SVL courses and on or about July 5th for summer SVL courses. The invoice shall be accompanied by a list of registered Shoreline students in SVL

courses. Shoreline students have until the invoice date to withdraw from a SVL course before Shoreline is obligated to pay the applicable course fee. There will be no refunds.

- 5.3 SPS shall provide monthly student registration and progress information to the designated Shoreline facilitator by the 6th day of each month for each Shoreline student registered in a SVL course.
- 5.4 SVL shall provide Washington certified course instructors.
- 5.5 SVL course instructors shall provide course specific syllabuses along with electronic system access to weekly contact and, monthly progress information for each Shoreline student registered in SVL to the Shoreline designated facilitator.
- 5.6 SPS reserves the right to refuse, suspend or terminate service to any Shoreline student for conduct or content deemed inappropriate or illegal.

6. **Rights and Responsibilities of Both Parties:**

6.1 **Compliance with Rules and Laws.** The parties shall comply with all laws, ordinances and regulations of governmental bodies as well as applicable local policies and procedures. SPS property is a tobacco free, drug free, and weapon free environment. All personnel shall conform to this policy at all times while on SPS property.

6.2 **Coordinator of Services.** Each party hereby designates the following persons to be their Coordinator of Services under this Agreement:

SPS: Don Brummett, Spokane Virtual Learning, 509-354-7575

Shoreline: Name _____ Title _____, Phone # _____

6.3 **Dual Employment.** Nothing contained in this Agreement, or related documents shall be construed as creating any form of an employment relationship between the parties or the agents, officers, volunteers or employees of the parties. The officers, agents, employees or volunteers of the parties shall not be entitled to any rights or privileges of employment with any other of the parties. All parties assume exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees or volunteers. Shoreline employees and students do not, by this Agreement, become agents or employees of SPS. Accordingly, Shoreline employees and students shall not be entitled to any rights and privileges established for employees of SPS such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

6.4 **Nondiscrimination/Anti-Harassment.** In the performance of this Agreement, the parties assure compliance with state and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, pregnancy, or the presence of any sensory, mental, or physical disability in employment, services, or any other benefits under the Agreement.

7. **Confidentiality.**

Both parties acknowledge the obligations for maintaining the confidentiality of student records and access to the parents and students of such records in accordance with the Family Educational Rights and Privacy Act.

8. **Assignment/Binding Effect.**

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization by the other party.

9. **Integration/Modification.**

This Agreement constitutes the entire and exclusive agreement between the parties and no deviations from its terms shall be allowed unless a formal, written, mutual agreement occurs between the parties. No such modification shall be valid unless the written modification is first provided via certified mail or personal delivery to each of the parties listed in Paragraph 10 below. Actual receipt by either party constitutes compliance with the requirement to send by certified mail or personal delivery.

10. **Termination/Written Notice.**

10.1 **Written Notice.** Either party may cause this Agreement to terminate immediately, without cause, with a thirty (30) day written notice via certified mail. Upon termination, all fully paid for course participants will continue to be served through the then current semester, unless terminated earlier in accordance with Paragraph 5.5 above. Such notice shall be sent to the parties as follows:

Dr. Mark Anderson
Associate Superintendent
Spokane Public Schools
200 N. Bernard Street
Spokane, WA 99204

Name: _____
Title: _____
Shoreline Public Schools
18560 1st Avenue NE
Shoreline, WA 98155

10.2 **Funding Caveat.** In the event that funding is, withdrawn, reduced, or limited after the effective date of this Agreement but prior to completion, SPS may terminate the Agreement immediately and without the required notice in Paragraph 10.1.

11. **Waiver of Breach/Default.**

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the party waiving the breach.

12. **Severability.**

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. **Mediation.**

In the event that a dispute shall arise regarding the terms, conditions, or breach of this Agreement, the parties shall, as a condition precedent to taking any action, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. **Governing Law/Venue.**

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in Spokane County, Washington.

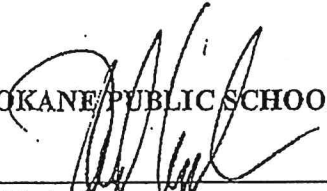
15. Authority to Sign and Obligate.

The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the parties.

16. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

SPOKANE PUBLIC SCHOOLS:



Dr. Mark Anderson
Associate Superintendent, School Support Services

6-6-11
Date

SHORELINE PUBLIC SCHOOLS

Name: Brian Schultz

Title: Executive Director

5/23/11
Date

Copy

**First Addendum to the Educational Cooperative Agreement
Between Spokane Public Schools and Shoreline School District**

This First Addendum to the Educational Cooperative ("Addendum No.1") is entered into by and between Spokane Public Schools (SPS), legally known as Spokane Public Schools District No. 81, and Shoreline School District No. 412("USER"), both Washington municipal corporations.

WHEREAS, the parties entered into a Educational Cooperative Agreement dated June 6, 2011; and

WHEREAS, the parties agree that the Educational Cooperative Agreement shall remain in full force and effect except for the following modifications;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Educational Cooperative Agreement as follows to this end:

4. USER Rights and Responsibilities:

4.1 Specifics: *(Add the following)*

4.1.12 USER shall submit the signed Curriculum License Agreement attached as Exhibit C to this Agreement to SPS prior to any access to SPS' Virtual Learning Courses.

4.2 Fees

4.2.1 *(Delete and replace with the following:)* **Copy**

Beginning with the 2017-2018 school year, USER agrees to pay SPS the following fees for each SVL course registration by each USER enrolled student:

- 4.2.1.1 General Basic Education course - \$325/semester course
- 4.2.1.2 Math Basic Education course - \$349/semester course
- 4.2.1.3 World Language Education course - \$399/semester course
- 4.2.1.4 Advance Placement course - \$349/semester course
- 4.2.1.5 Career & Technical course - \$325/semester course
- 5.8.6 Summer School course - \$185/semester course

4.2.4 Within thirty (30) days receipt of an invoice, USER shall provide payment to SPS for course registrants who are still participating in the course as of the 30th calendar day. USER agrees that there shall be no refunds.

7. Confidentiality. *(Add the additional paragraph)*

Copyright and Intellectual Property.

USER agrees and acknowledges that any and all copyright and other intellectual property rights relating to or incorporated in the SVL courses and associated curricula shall remain the sole property of SPS or its licensors, and nothing herein is intended nor shall be interpreted to transfer or grant any rights in or to any such intellectual property rights, all of which are reserved by SPS. Without limiting the generality of the foregoing, USER may not use, copy, reproduce, sell, display or create derivative works of any materials related to the SVL or any associated curricula except as may be necessary to allow the USER enrolled students to fully access and use the SVL courses as permitted by this Agreement. In the event USER

reproduces, copies or distributes any SPS materials as permitted herein, USER must ensure that any and all copyright notices and trademarks appearing on the materials remains unchanged and visible.

IN WITNESS WHEREOF, this Second Addendum to the Educational Cooperative Agreement between Spokane Public Schools and Bellingham Public Schools has been executed at Spokane, Washington.

Dated this 23 day of August, 2017.

SPOKANE PUBLIC SCHOOLS:



Dr. Mark Anderson
Associate Superintendent,
School Support Services

SHORELINE SCHOOL DISTRICT:



Rebecca Miner
Superintendent

17.03.06

Copy

EXHIBIT C

CURRICULUM LICENSE AGREEMENT

This Curriculum License Agreement (the "Agreement") is made and entered into by and between SPOKANE SCHOOL DISTRICT NO. 81 ("SPS") and SHORELINE SCHOOL DISTRICT NO. 412 ("Licensee"), each a "Party" and together the "Parties."

RECITALS

- A. SPS is the author, owner and/or licensee of certain educational curricula and related materials as described in Appendix A, which is incorporated herein by reference, along with all copyrights therein (the "SPS Materials").
- B. Licensee desires to obtain, and SPS desires to grant, a license authorizing the use of the SPS Materials by Licensee in accordance with the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. License Grant. SPS hereby grants Licensee a non-exclusive, non-sublicenseable, non-transferable limited right and license to reproduce, distribute, display and use the SPS Materials, in whole or in part, solely for use by Licensee's certified teachers in connection with educating students within Licensee's school district. The SPS Materials found in Appendix A may be amended from time to time by mutual agreement of the Parties, in which case the amended Appendix A shall be signed and dated by the Parties and attached to this Agreement and thereafter replace and supersede the prior version of Appendix A.

2. Limitations on Use. Licensee may only use the SPS Materials as specified in Section 1. In no event shall Licensee directly or indirectly distribute or display the SPS Materials online, create any derivative work of the SPS Materials, or reproduce, distribute, display or use the SPS Materials for any purpose other than expressly provided for in Section 1 or approved in writing by SPS. Licensee shall ensure that its employees and agents, including any teachers using the SPS Materials, are made aware of the limitations of Licensee's license to use the SPS Materials and comply with the terms of this Agreement.

3. Ownership of SPS Materials. Licensee acknowledges that SPS is the sole and exclusive owner, or authorized licensee with sublicense rights, of the SPS Materials and all copyrights therein, and SPS reserves all rights related thereto. Licensee shall not take any action that would negatively affect SPS's rights in the SPS Materials, and Licensee further agrees that it will not claim ownership of the SPS Materials or any derivative thereof or compilation related thereto.

4. Knowledge of Infringement. In the event Licensee becomes aware of any claimed, alleged or apparent infringement of the SPS Materials by a third party, Licensee shall promptly advise SPS in writing of the nature and extent of such infringement. SPS has no obligation to take any action whatsoever in the event that any infringement occurs with respect to the SPS Materials, but SPS shall have the sole right to determine whether any action shall be taken. In the event SPS sues or takes other action, whether legal, equitable, administrative, or otherwise, to stop an infringement of the SPS Materials, Licensee shall cooperate fully with SPS, but Licensee shall not be obligated to pay any costs or expenses. Licensee has no right to enforce the SPS Materials through litigation without prior written authorization of SPS.

5. **Compliance with Laws.** Licensee shall comply with all applicable laws, rules, and regulations at all times when using the SPS Materials.

6. **Termination.** In the event Licensee, or any of its employees or agents, fails to comply with the terms and conditions of this Agreement SPS may, by written notice, terminate this Agreement and revoke Licensee's rights to the SPS Materials. In the case of any breach or non-compliance that is curable, SPS must allow Licensee thirty (30) days to cure such breach or non-compliance prior to termination. In the event of any termination or expiration of this Agreement, Licensee's right to use the SPS Materials shall immediately cease and Licensee shall return all copies of the SPS Materials and all related documentation and materials as requested by SPS.

7. **Remedies.** The Parties agree that any failure by Licensee to comply with the limitations of use of the SPS Materials in violation of this Agreement will cause irreparable harm to SPS, and, in addition to any other rights and remedies SPS may have, SPS shall have available the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement.

8. **Warranty; Disclaimer.** SPS represents and warrants that it has the right to enter into this Agreement and grant the license granted herein. Except for the express representations and warranties provided herein, SPS hereby disclaims all other warranties, whether express or implied, including, without limitation, the warranties of fitness for a particular purpose and merchantability.

9. **Limitation of Liability.** To the extent permitted by law, with the exception of Licensee's indemnification obligations in Section 10 below and any damages arising out of a breach by Licensee of Sections 1 or 2 of this Agreement, neither Party will have any liability under this Agreement for consequential, incidental, exemplary, special, or punitive damages even if advised of the possibility of such damages (including, but not limited to, loss of business, profits, business information, or business interruption or any other pecuniary loss).

10. **Indemnification.** Licensee agrees to defend, indemnify, and hold harmless SPS and its employees, agents, board members and representatives from and against any and all claims, suits, actions and damages arising out of: (i) any breach by Licensee of any provision of this Agreement; or (ii) any act or omission of Licensee or its employees, board members or agents.

11. **Assignment.** This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement except as provided herein shall be invalid and void. SPS shall have the right to assign its rights and obligations under this Agreement and all its right, title and interest in the SPS Materials without the consent of Licensee.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one in the same instrument.

13. **Attorneys' Fees.** Should either party hereto, or their successors and assigns, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover their reasonable attorneys' fees and costs in such litigation from the losing party.

14. **Invalid Provisions.** If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, is held invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision will not be affected thereby.

15. **Notices.** All notices and other communications given or made pursuant to this Agreement will be in writing and will be deemed effectively given: (i) upon personal delivery to the party to be notified, (ii) when sent by confirmed email or fax if sent during normal business hours of the recipient, but if not sent during normal business hours, then on the recipient's next business day, (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

SPS:

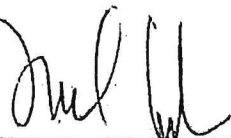
Spokane School District No. 81
200 N. Bernard Street
Spokane, WA 99201-0282

Licensee:

Shoreline School District No. 412
18560 1st Ave. NE
Shoreline, WA 98155

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

SPS



Authorized Signature

LICENSEE



Authorized Signature

Dr. Mark Anderson
Associate Superintendent

Rebecca Miner
Superintendent

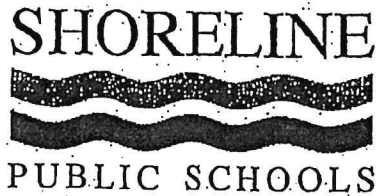
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Appendix A

COURSES

SVL General Basic Education Course
SVL Math Basic Education Course
SVL World Language Education Course
SVL Advance Placement Course
SVL Career & Technical Course
SVL Summer School Course

Copy



Board of Directors
Heather Fralick
Mike Jacobs
Richard Nicholson
Richard Potter
David Wilson
Rebecca L. Miner
Superintendent
Secretary to the Board

Second Addendum to the Educational Cooperative Agreement Between Spokane Public Schools and Shoreline School District

This Second Addendum to the Educational Cooperative ("Addendum No. 2") is entered into by and between Spokane Public Schools (SPS), legally known as Spokane Public Schools District No. 81, and Shoreline School District No. 412 ("USER"), both Washington municipal corporations.

WHEREAS, the parties entered into a Educational Cooperative Agreement dated June 6, 2011; and

WHEREAS, the parties agree that the Educational Cooperative Agreement shall remain in full force and effect except for the following modifications;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby

acknowledged, the parties agree to amend the Educational Cooperative Agreement as follows to this end:

4. USER Rights and Responsibilities

4.2 Fees: *(Delete and replace with the following)*

Copy

4.2.3 USER shall furnish supplies and equipment needed for SVL course participation by USER students. USER shall not be responsible for furnishing software.

5. SPS Rights and Responsibilities: *(Add the following)*

5.7 SPS shall purchase and furnish all software needed for SVL course participation by USER students. SPS shall be responsible for acquiring software licensing and paying for software maintenance costs, including software upgrades, associated with the software needed for SVL course participation.

IN WITNESS WHEREOF, this Second Addendum to the Educational Cooperative Agreement between Spokane Public Schools and Bellingham Public Schools has been executed at Spokane, Washington.

Dated this 24 day of Nov 2018.

SPOKANE PUBLIC SCHOOLS:

Dr. Mark Anderson
Associate Superintendent,
School Support Services

SHORELINE PUBLIC SCHOOLS:

Dr. Rebecca Miner
Superintendent

Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7174
fax (509) 354-7183
www.spokaneschools.org



January 29, 2019

Maria Stevens
Shoreline School District
18560 1st Avenue NE
Shoreline, WA 98155

Enclosed is an Addendum to our current Educational Cooperative Agreement related to SVL courses for your students.

As you are aware, Spokane Public Schools (SPS) has been providing quality SVL courses for past the eight years to multiple school districts throughout Washington State. During this time period, SPS has been able to provide and maintain these services with minimal fee increases to participating districts.

However, given increases in operating costs associated with providing quality SVL instruction, the district must raise contract rates for the upcoming 2019-20 and 2020-21 school years in order to

maintain the same or higher quality instruction for your students. The new rates will remain in effect through at least the 2020-2021 school year. There are no price increases for curriculum only (courses taught by your instructors).

With that, the enclosed Addendum addresses the new contract fees for SVL taught courses beginning with the 2019-2020 school year. Please sign and return both originals to our Purchasing Services Department at 2815 E. Garland, Spokane, WA 99207. Once fully executed, one original

will be returned for your records.

Thank you very much for your understanding and we look forward to continued services for your students.

Sincerely,


Kristin Whiteaker

Director, Spokane Virtual and Blended Learning
509-879-1188

Enclosure

**Third Addendum to the Educational Cooperative Agreement
Between Spokane Public Schools and Shoreline School District**

This Third Addendum to the Educational Cooperative ("Addendum No.3") is entered into by and between Spokane Public Schools (SPS), legally known as Spokane Public Schools District No. 81, and Shoreline School District No. 412 ("USER"), both Washington municipal corporations.

WHEREAS, the parties entered into a Educational Cooperative Agreement dated June 6, 2011, Addendum No. 1 dated August 23, 2017 and Addendum No. 2 dated March 24, 2018; and

WHEREAS, the parties agree that the Educational Cooperative Agreement and Amendments shall remain in full force and effect except for the following modifications;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Educational Cooperative Agreement as follows to this end:

4. USER Rights and Responsibilities:

4.2 Fees

4.2.1 (Delete and replace with the following:)

Beginning with the 2019-2020 school year, USER agrees to pay SPS the following fees for each SVL course registration by each USER enrolled student:

- 4.2.1.1 General Basic Education course - \$375/semester course
- 4.2.1.2 Math Basic Education course - \$400/semester course
- 4.2.1.3 World Language Education course - \$400/semester course
- 4.2.1.4 Advance Placement course - \$400/semester course
- 4.2.1.5 Career & Technical course - \$375/semester course
- 5.8.6 Summer School course - \$185/semester course

4.2.4 Within thirty (30) days receipt of an invoice, USER shall provide payment to SPS for course registrants who are still participating in the course as of the 30th calendar day. USER agrees that there shall be no refunds.

IN WITNESS WHEREOF, this Third Addendum to the Educational Cooperative Agreement between Spokane Public Schools and Shoreline School District has been executed at Spokane, Washington.

Dated this 13 day of February, 2019.

SPOKANE PUBLIC SCHOOLS:

Dr. Linda McDermott
Associate Superintendent,
School Support Services

SHORELINE PUBLIC SCHOOLS:

Dr. Rebecca Miner
Superintendent

**Third Addendum to the Educational Cooperative Agreement
Between Spokane Public Schools and Shoreline School District**

This Third Addendum to the Educational Cooperative ("Addendum No.3") is entered into by and between Spokane Public Schools (SPS), legally known as Spokane Public Schools District No. 81, and Shoreline School District No. 412 ("USER"), both Washington municipal corporations.

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WHEREAS, the parties agree that the Educational Cooperative Agreement and Amendments shall remain in full force and effect except for the following modifications;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree to amend the Educational Cooperative Agreement as follows to this end:

4. USER Rights and Responsibilities:

4.2 Fees

4.2.1 (Delete and replace with the following:)

Beginning with the 2019-2020 school year, USER agrees to pay SPS the following fees for each SVL course registration by each USER enrolled student:

- 4.2.1.1 General Basic Education course - \$375/semester course
- 4.2.1.2 Math Basic Education course - \$400/semester course
- 4.2.1.3 World Language Education course - \$400/semester course
- 4.2.1.4 Advance Placement course - \$400/semester course
- 4.2.1.5 Career & Technical course - \$375/semester course
- 5.8.6 Summer School course - \$185/semester course

4.2.4 Within thirty (30) days receipt of an invoice, USER shall provide payment to SPS for course registrants who are still participating in the course as of the 30th calendar day. USER agrees that there shall be no refunds.

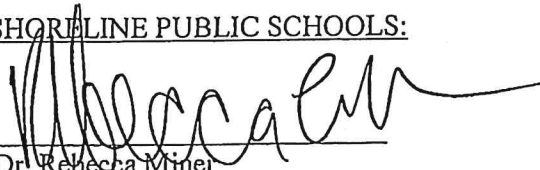
IN WITNESS WHEREOF, this Third Addendum to the Educational Cooperative Agreement between Spokane Public Schools and Shoreline School District has been executed at Spokane, Washington.

Dated this 13 day of February, 2019.

SPOKANE PUBLIC SCHOOLS:

Dr. Linda McDermott
Associate Superintendent,
School Support Services

SHORELINE PUBLIC SCHOOLS:



Dr. Rebecca Miner
Superintendent




DATA SHARING CONSENT FORM

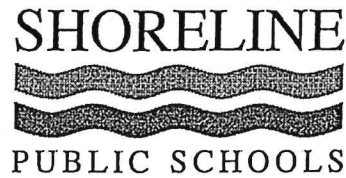
SHORELINE SCHOOL DISTRICT has requested that Curriculum Associates, LLC ("Curriculum Associates") provide certain student data to SCHOOL DATA SOLUTIONS, an authorized agent/contractor of SHORELINE SCHOOL DISTRICT. In light of this request, SHORELINE SCHOOL DISTRICT hereby acknowledges and agrees as follows:

1. Curriculum Associates is an authorized agent/contractor of SHORELINE SCHOOL DISTRICT and is entitled to receive Customer Data from SHORELINE SCHOOL DISTRICT in connection with the provision of educational services to SHORELINE SCHOOL DISTRICT.
2. SCHOOL DATA SOLUTIONS is also an authorized agent/contractor of SHORELINE SCHOOL DISTRICT and is entitled to receive Customer Data from SHORELINE SCHOOL DISTRICT in connection with the provision of services to SHORELINE SCHOOL DISTRICT.
3. SHORELINE SCHOOL DISTRICT hereby authorizes Curriculum Associates to provide certain Customer Data (defined below) to SCHOOL DATA SOLUTIONS to allow Curriculum Associates and SCHOOL DATA SOLUTIONS to better provide such services to SHORELINE SCHOOL DISTRICT. SHORELINE SCHOOL DISTRICT acknowledges and agrees that this sharing of Customer Data is at the request of SHORELINE SCHOOL DISTRICT and SHORELINE SCHOOL DISTRICT hereby consents to the provision of such data to SCHOOL DATA SOLUTIONS by Curriculum Associates by a secure means as reasonably agreed upon by and Curriculum Associates and SCHOOL DATA SOLUTIONS.
4. SHORELINE SCHOOL DISTRICT acknowledges and agrees that SCHOOL DATA SOLUTIONS shall be responsible for all Customer Data in its possession and control. Curriculum Associates shall have no liability or responsibility for any unauthorized disclosures of Customer Data, corruption of Customer Data, or data security breaches that occur as a result of the actions or inactions of SCHOOL DATA SOLUTIONS.
5. Curriculum Associates shall only be responsible for Customer Data that is in its possession or control. Nothing in this Agreement shall in any way limit the obligation of Curriculum Associates to protect and preserve Customer Data that is in its possession or control.
6. For purposes of this Agreement, "Customer Data" shall mean the following data, which is to be provided to SCHOOL DATA SOLUTIONS by Curriculum Associates.

i-Ready Diagnostic and Instruction Math and ELA data

This Data Sharing Consent Form is hereby executed by an authorized representative of SHORELINE SCHOOL DISTRICT, whose signature can be found below.

Signature:  Date: 8/10/2018
Print Name: Michael Power Title: Director of Assessment



Shoreline School District Data Sharing Agreement

Under this agreement, Dorian Studios will have access to secure and confidential student information data belonging to the Shoreline School District. This data consists of confidential student information and may not be shared or discussed with any person(s) who does not have authority to view them. The data items may not be copied, published, announced or in any other way made public. Federal and State law, including the Family Rights and Privacy Act (FERPA) and the Student User Privacy and Education Rights act (SUPER), as well as District Policies, guarantee the security and confidentiality of information maintained by the district. Dorian Studios agrees to adhere to all federal, state and local regulations.

Information to be disclosed:

Student Last Name
Student First Name
Grade
Other ID Number (Student ID used in Skyward)
Teacher Name (Last,First)
Teacher ID (Name ID in Skyward)
Entity (School identifier)

Copy

Scope and Purpose:


To create a file that uniquely associates a student or teacher with pictures taken by Dorian Studios. These files are for the sole use of the Shoreline Schools IT department to use in relevant systems or for individual schools to use for student and or staff picture books.

Duration of the Agreement:

This agreement is in force for the duration of any and all contracts between Dorian Studios and Shoreline School District

By accepting this agreement, Dorian Studios acknowledges that the data and related information constitute confidential materials of the Shoreline School District (SSD). Dorian Studios further understands that any disclosure, unauthorized use or reproduction of these materials would damage the confidentiality of the data. Dorian Studios agrees to keep the data and any resulting information secure and confidential and agrees to comply with the following:

- 1) The data is for the sole purpose indicated in this agreement. Any other use of the data requires the prior written consent of the Shoreline School District.
- 2) The data will be accessed only by the staff members of Dorian Studios and will be kept secure and confidential.
- 3) The business of this agreement will be completed in a manner that permits the identification of parents or students only by the representatives of the organization with legitimate interests.

SHORELINE

PUBLIC SCHOOLS

- 4) The data items listed above must not be duplicated or shared, either in written form or verbally, with any parties who have not accepted this agreement, unless required by law. This includes, but is not limited to, email, voice mail and other electronic forms of communication.
- 5) Private student data and other information must not be copied in whole or in part and must not be shared via unsecured network connections such as email.
- 6) In the event that these materials are stolen or lost, or in the event that an unauthorized party has gained access to these materials, SSD officials must be notified promptly.
- 7) Dorian Studios will ensure that all data in its possession and in the possession of any subcontractors or agents to which data may have been transferred is destroyed or transferred to the Shoreline School District under the direction of the Shoreline School District when the data is no longer needed for their specific purpose.

The District reserves the right to terminate this Agreement at any time for breach of confidentiality and to seek any remedy at law or in equity including a remedy for damages.

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the information included in this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both parties.

Signatures

Copy

Shoreline School District (Name/Position)

Date

Technology Director Shoreline School District

Date

Dorian Studios

Date

ADDENDUM TO MEMORANDUM OF AGREEMENT

The King County Library System and the Shoreline School District agree to add teacher accounts for the Shoreline School District.

The naming convention for teacher cards will be [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

This is an amendment to the 2016 MOA entered into between the Shoreline School District and the King County Library System concerning school card accounts.

All other agreements entered into under the MOA remain in force.

PERSON

Copy

Date: _____

Rebflatca Winer Superintendent, Shoreline School District

Date

Lisa G. Rosenblum Executive Director, King County Library System

Date

PO DATE
01/18/2018

SHORELINE SCHOOL DISTRICT #412

Invoice To: 18560 1ST AVE NE
SHORELINE, WA 98155

Purchasing: 206-393-4234 Accounts Payable: 206-393-4109
Fax: 206-393-4215

PURCHASE ORDER NUMBER
1801700282

VENDOR KEY : NAVIANCE001
FISCAL YEAR : 2017-2018
ENTERED BY : MAZURHAN000
ORIGINAL REQ # : 0000151416

PRINTED 01/19/2018

VENDOR:
NAVIANCE, INC
3033 WILSON BOULEVARD STE 500
ARLINGTON, VA 22201

SHIP TO:
SHORELINE SCHOOL DISTRICT #412
18560 1ST AVE NE
SHORELINE, WA 98155-2148

PHONE: (703) 859-7300

ATTN: Hanna Mazur

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EA	RENEWAL FOR NAVIANCE FOR HIGH SCHOOL FOR 2018-18 PER ATTACHED QUOTE PLEASE EMAIL THE COPY OF PO TO TAMAR.HENRY@HOBSONS.COM	14704.50000	14,704.50
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 530 0187 27 7000 800 7250 0000	14,704.50	
*****PO TOTAL RECAP*****				
				Subtotal of PAGE TOTALS
				14,704.50
				Other Charges
				0.00
				Tax
				0.00
			PAGE TOTAL	14,704.50
			TOTAL	14,704.50

Copy

SHORELINE SCHOOL DISTRICT IS NOT EXEMPT FROM WA STATE SALES OR USE TAX.
TERMS & CONDITIONS: IN ACCEPTANCE OF THIS PURCHASE ORDER, THE VENDOR AGREES
TO OUR TERMS AND CONDITIONS: WWW.SHORELINESCHOOLS.ORG/PURCHASING

PURCHASE APPROVED BY:

CERTIFICATION GOODS/SERVICES HAVE BEEN RECEIVED AND IS APPROVED FOR PAYMENT



HOBSONS RECEIVED

50 E Business Way
 Suite 300
 Cincinnati, OH 45241
www.hobsons.com

JAN 19 2018

Purchasing Dept. SLSD

Sales Order Form

Sold To: Shoreline School District #412
Name: Marla Stevens
Address: 18560 1st Ave Ne, Shoreline, WA 98155-2148
Email: marla.stevens@shorelineschools.org
Phone: (206) 393-4222
Navlance ID: [REDACTED]

Order Date: January 11, 2018

Valid Until: 1/15/2018
Quote Number: Q231855
Contract Start Date: 7/1/2018
Contract End Date: 6/30/2019
Contract Term (In Months): 12
Currency: USD

Hobsons Contact:
Name: Tamar Henry
Email: tamar.henry@hobsons.com
Phone: (213) 361-0099

Purchase Order:
Payment Term: Net 30

Shorecrest High School					
Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Navlance for High School - District Edition	1,410	Enrollment	7/1/2018	12	4,935.00
Navlance eDocs	326	SrEnrollment	7/1/2018	12	550.00
AchieveWorks	1,410	Enrollment	7/1/2018	12	1,480.50

Copy

Shorewood High School					
Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Navlance for High School - District Edition	1,580	Enrollment	7/1/2018	12	5,530.00
Navlance eDocs	404	SrEnrollment	7/1/2018	12	550.00
AchieveWorks	1,580	Enrollment	7/1/2018	12	1,659.00

Total Price: 14,704.50

Notes: (if applicable)

Subscription to Navlance eDocs is based on enrollment of Senior class only.

Comments:

All figures quoted are exclusive of sales tax.

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Maria Stevens	marla.stevens@shorelineschools.org
Billing	Maria Stevens	marla.stevens@shorelineschools.org
Payment Method:	Purchase Order #	Paying by credit or debit card?
	Check	Credit Card #
	Wire Transfer #	Card Holder Name:
		Expiration Date (MM/YY):
		Billing Zip Code:
		Security Code:
		Country:
CEEB Code:		

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

The services are delivered in accordance with applicable terms that can be found at <https://succeed.naviance.com/auth/signin?tos=1#/tos>. By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you are stating that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

Copy

Yes, a Purchase Order is required. It will be sent to Hobsons by Darryl Reed.

Upon execution by Authorized Signatory, Client hereby agrees to the Terms of Service which will become effective together with this Order Form as of the Signature Date below.

Signature 
 Printed Name and Position Maria Stevens Director
 Signature Date 1/18/18

Purchase Order & Order Forms:
Navlance, Inc.
50 E. Business Way, Suite 300
Cincinnati, OH 45241

Remit To:
Navlance, Inc.
P.O. Box 504571
St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

Shoreline School District

Important Instructions Terms & Conditions

COMPLIANCE: Vendor agrees that goods delivered shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise and shall obtain and pay for all required licenses and permits.

CONFIDENTIALITY OF INFORMATION: Vendor may be exposed to confidential information. Information declared confidential by the District shall not be disclosed unless authorized in writing by the District. It is agreed that this obligation of confidentiality shall survive the termination of this agreement.

CONTRACT: This agreement and any other applicable Shoreline School District contract, Professional or Personal Services Agreement, pursuant to this Purchase Order constitutes the entire agreement between the District and the Vendor and supersedes any prior oral or written statements or agreements. This form, when properly signed and bearing a Purchase Order Number, is the only form which will be recognized by the Purchaser as authority for charging merchandise to its account. The Vendor shall not make any changes, alterations or variations for the term of the Purchase Order without written consent. No terms stated by the Vendor in accepting or acknowledging this order shall be binding upon the Purchaser unless accepted in writing by the Purchaser. The Vendor shall not assign this order without the Purchaser's prior consent. No waiver by the Purchaser of a breach of any provision of this order shall constitute as waiver of any other breach or of any other provision. When a Bid or Contract Number is cited on the face of this form, the terms, conditions and specifications governing that Bid or Contract shall be governed by and construed according to the policies of the District and laws of the State of Washington. Any claim or suit concerning this Contract shall be in Superior Court for King County. In the event that action is removed to U.S. District Court, venue shall be in the Western District of Washington.

CRIMES AGAINST CHILDREN: The Vendor shall not utilize any employee, consultant or subcontractor at a District site or allow any contact between school children and any employee when that employee has pled guilty to be convicted of any felony crime against a child identified in RCW 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of the contract.

DEBARMENT AND SUSPENSION: By acceptance of this Purchase Order, the vendor certifies that neither that Vendor nor its principals or sub-recipients have been suspended or debarred from federal procurement programs.

DEFAULT: Purchaser may, by written notice of default to the Vendor, terminate this order if the Vendor (1) fails to deliver the articles or perform the services in accordance with the delivery schedule specified herein, or any extension thereof, or (2) fails to comply with any of the provisions of this order and does not cure such failure within a period of ten (10) days after receipt of notice from Purchaser specifying such failure. In the event of termination due to default and failure to cure, Purchaser may purchase similar articles or services elsewhere. Vendor may be liable to Purchaser for any excess cost to the Purchaser, provided however, that the Vendor shall not be liable for such excess costs when the delay of the Vendor in making deliveries is to causes beyond its control and without the fault or negligence of the Vendor. Such causes may include, but are not restricted to items noted under the FORCE MAJEURE heading below. No cause shall constitute a basis for excusable delay unless the Vendor has notified the Purchasing Manager in writing of the existence of such cause within ten (10) days of the event.

DEFINITIONS: The term "Purchaser" and "District" means Shoreline School District and the term "Vendor" mean the person, firm or corporation from whom the merchandise or work has been ordered.

FORCE MAJEURE: The District is entitled to assert force majeure to cancel, reschedule or temporarily suspend this contract due to, including but not limited to, acts of God, schools closures, acts of nature, power outages or other emergencies, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually heavy weather, fires, industrial, civil, public or military authority or disturbances or an act of the Government in its sovereign authority. If the Vendor is unable to perform due to force majeure, the District may exercise any remedy otherwise provided for in this contract, including termination for default.

HAZARDOUS WASTE: The Vendor will not cause nor permit any activities on the District's property which directly or indirectly could result in the District's property becoming contaminated with hazardous or toxic waste or substances. The Vendor must provide MSDS data to the District for any hazardous materials.

ID BADGE: Vendor will be required to wear an ID badge when on District property for compliance with the District's safety policy and security concerns. Badges must be prominently displayed and attached to outer, upper garments at all times while on District property. Vendor shall contact building's main office and check in on each visit. Temporary ID badges are available at each main office.

INDEMNIFICATION: The Vendor shall indemnify, hold harmless, and defend the District, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, rights of action, directly or indirectly arising as a result of error, omission, or negligent act of the Vendor, employee(s), agent(s), subcontractors, or anyone directly or indirectly employed by them in the performance of this agreement.

INDEPENDENT VENDOR STATUS: It is specifically understood that the Vendor, its employees, and agents, are contracting with the District as an independent contractor and act in an independent capacity and are not officers, employees, or agents of the District. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Vendor, employees or agents, or remuneration above the amount stipulated in this agreement.

NON-DISCRIMINATION: Shoreline School District is an equal opportunity employer. No person shall on the grounds of race, creed, color, national origin, marital status or gender be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination under and activity performed pursuant to this agreement.

OWNERSHIP OF WORK AND PRODUCTS: Vendor warrants that the merchandise it is selling to the Purchaser is free of all liens and encumbrances and that the Vendor has a good marketable title to the same.

PAYMENT: The District shall not make payment in advance or in anticipation of services to be provided under this agreement. All payments to the Vendor are conditioned upon (1) Vendor's submission of a properly executed and supported invoice for payment, including such supporting documentation of performance, of costs incurred or paid, or as otherwise provided for in the body of this Agreement, and (2) acceptance and certification by the District of satisfactory performance by the Vendor. The invoice must be legible and must properly identify the Purchase Order number, item numbers, quantities, unit price, total amount, a description of merchandise being invoiced and the name of the building or department to which the merchandise was shipped or delivered. Unless otherwise noted in the Agreement, (1) all acceptable invoices for payment due to the Vendor shall be paid within thirty (30) days after receipt by the District, and (2) all expenses necessary to the Vendor's performance of this Agreement shall be borne in full by the Vendor. Invoices must be sent to Shoreline School District, Accounts Payable, 18560 1st Ave NE, Shoreline, WA 98155.

AGREEMENT

01 - 17 - 412

This Agreement is made and entered into this 1st day of September, 2018, by and between the Northwest Educational Service District, ("NWESD" hereinafter) and the Shoreline School District No. 412, ("District" hereinafter).

WHEREAS, the NWESD is authorized to provide services to school districts by RCW 28A.310.010;

~~**WHEREAS**, the NWESD has formed the Northwest Regional Data Center cooperative, ("NWRDC" hereinafter);~~

WHEREAS, the District and NWESD under RCW 28A.320.080, RCW 28A.310.200, and RCW 39.34.080 are empowered to enter into agreements for Interlocal agreements and cooperative service programs; and,

WHEREAS, the District desires to enter into a cooperative service agreement with the NWESD;

IT IS HEREBY AGREED that the NWESD shall receive funds from the District and shall expend such funds for the purpose of providing information systems services through the NWRDC and the Washington Schools Information Processing Cooperative, ("WSIPC" hereinafter) in accordance with the terms and conditions set forth herein:

1. GENERAL TERM OF THE AGREEMENT

The term of the Agreement will commence September 1, 2018. Thereafter, the terms of the Agreement will automatically renew from September 1st through August 31st of each successive year.

This term shall continue unless District gives written notice to NWRDC to terminate the Agreement. This notice must be provided to NWRDC by March 1st of the same year termination is desired, at which time District agrees to continue paying Cooperative fees until August 31st of the same year. District may extend the term of services beyond the date which notice of termination is given. Each extension must be at least two months long.

2. MEMBERSHIP IN NORTHWEST REGIONAL DATA CENTER

District shall become a full member of NWRDC effective September 1, 2018. Membership shall entitle District to nominate candidates and vote for representatives on the NWRDC Executive Committee. NWRDC is a part of and functions through NWESD.

3. INFORMATION SYSTEM SERVICES

During the term of this Agreement, NWESD agrees, through NWRDC, to provide to District information system services as set forth in the Appendix, which outlines the software, service levels, roles and responsibilities of NWRDC to District in support of student, business and personnel related software packages offered by WSIPC including software support, amount and method of customer support, performance levels, and availability of staff, of this Agreement.

4. PROGRAM DEVELOPMENT

NWESD agrees that priority in the development of new applications services by WSIPC shall be in accordance with the expressed direction of the WSIPC Board of Directors operating under their bylaws.

5. COST TO THE DISTRICT

During each year of the term, the WSIPC fee will be incorporated into the total fee collected by NWRDC. The WSIPC fee is established by the WSIPC Board of Directors and the NWRDC fee is approved by its Executive Committee.

The annual cost to District for services provided under this Agreement will be determined pursuant to the enclosed fee schedule. The FTE fee will be calculated based on the actual annual student FTE count for the prior fiscal year. This cost includes amounts for sales use or other similar taxes related to the services provided herein. One twelfth of the annual cost will be invoiced for the first ten months of the Agreement. A final adjustment shall be made to the actual average annual FTE for the current year on the July and August payments.

6. RIGHTS TO PARTICIPATE IN JOINT COOPERATIVE

As authorized by RCW 28A.320.080 (3) and RCW 28A.310.180 (3) (currently existing or hereinafter amended), group purchasing and/or bidding for data processing equipment and/or services, or related equipment and/or services, may be part of the activities of the ESD cooperatives. Members of these cooperatives may, at their own option, participate in the bidding/purchasing role of WSIPC, but will not be required to do so for any particular item(s).

7. CONFIDENTIALITY

All materials furnished to WSIPC and NWRDC by District pursuant to this Agreement, shall remain the property of District and shall not be disclosed to third parties except by written consent of District. These materials include, but are not limited to, source data, computer files, reports, listings and computer programs.

NWRDC and WSIPC acknowledge that performance of Services under this Agreement may involve access to confidential information including, personally-identifiable

information, student records, protected health information, or individual financial information that is subject to state or federal law/rules restricting the use and disclosure of such information, (reference Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). NWRDC and WSIPC agree to comply with said FERPA regulations and will follow the federal guidelines in handling or disclosing personally identifiable information.

8. ACCESS TO PUBLIC RECORDS

No records of District shall be made available for public inspection or copying by NWRDC, NWESD, or WSIPC without express written authorization of District. Requests pursuant to ~~RCW 42.17 for inspection or copying of public records of District, held or maintained by~~ NWRDC shall be referred to District.

9. RIGHTS IN COMPUTER SOFTWARE

During the term of this Agreement, District agrees that it shall safeguard all Skyward, Inc., NWRDC, and WSIPC proprietary materials as set forth under "Grant and Limitations" on page 2 of the Appendix.

10. PERFORMANCE AND BONDING

NWESD shall not be liable for inadequate services or errors caused by inaccurate or inadequate input data, programs or other software furnished by District.

11. DISPUTES

Any dispute, claim or grievance arising out of or relating to the interpretation or application of this Agreement shall be resolved by a three-member committee. The representatives shall be selected by NWESD and District, each selecting one representative. Thereafter, NWESD's representative and District's representative shall select an impartial third party who shall serve as the third member of the committee. This dispute resolution committee shall be guided and limited by the terms and conditions expressly delineated in this Agreement.

12. TERMINATION FOR BREACH

If either party fails to comply with the terms and conditions of this Agreement, the other party upon thirty (30) days prior written notice to the breaching party may terminate this Agreement.

13. INTERLOCAL AGREEMENT

This Agreement provides authority in addition to those vested by RCW 28A.310.200 and RCW 28A.320.080, is be deemed to be in satisfaction of the provisions of RCW 39.34, and is deemed a contract pursuant to RCW 39.34.080.

14. CRIMES AGAINST CHILDREN

In accordance with RCW 28A.400.330, employees, agents, and contractors of NWESD are prohibited from working at a school if they have or may have contact with children at a public school during the course of their employment and have pleaded guilty to or been convicted of the crimes identified in RCW 28A.400.322. Any failure to comply with this section shall be grounds for District immediately terminating the Agreement.

15. INDEMNITY

~~NWESD shall defend, indemnify, and hold harmless District in full for any and all claims against District or its employees, officials, or contractors which arise from the acts or omissions of NWESD and its employees, officials, and contractors in the provision of services under this Agreement. District shall defend, indemnify, and hold harmless NWESD in full for any and all claims against NWESD or its employees, officials, or contractors which arise from the acts of omissions of District and its employees, officials, and contractors in the provision of services under this Agreement.~~

16. ASSIGNMENT

This Agreement may not be assigned by either party without written consent of the parties.

17. WAIVER AND SEVERABILITY

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions or applications of the Agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

The parties acknowledge that they have read and understand this Agreement, including any supplements or attachments hereto, and do agree thereto in every particular. The parties further agree that this Agreement, together with all appendices, constitutes the entire Agreement between the parties and supersedes all communications, written or oral, heretofore related to the subject matter of this Agreement. This Agreement may be modified or amended with the mutual consent of the parties. With the signatures below, the parties indicate that they have the legal authority to obligate their respective agency to the terms and conditions contained herein.

Shoreline School District No. 412 elects to contract for (**check one**):

Fiscal Services ()

Student Services ()

Full Services (X)

Board approval date: 8-6-18

OR

Resolution number _____ and date _____, of board delegation of authority to sign interlocal agreements.

Copy

Marla S. Miller 8/6/18
(Superintendent Signature) (Date)

Marla S. Miller
Printed Name

King, Washington
(County)

Larry Francois 7/13/18
Superintendent (Date)
Northwest Educational Service District 189
Skagit County, Washington

NWRDC

2018-2019 FTE FEES

	NWRDC Software Support Services	WSIPC Software Licensing	Total FTE Fee
Fiscal Only	\$13.63	\$19.24	\$32.87
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Student Only	\$15.56	\$11.98	\$27.54
Full Service	\$24.52	\$19.24	\$43.76

Northwest Regional Data Center
2121 W. Casino Road, Everett, WA 98204
Phone 425-349-6600 Fax 425-349-6686

Appendix

Software and Systems: Services and Support

2018-2019 Contract Year

The following services are currently available to member districts. Every member of NWRDC may contract for Fiscal/HR Services, Student Services or Full Services, which means Fiscal/HR and Student Services.

SOFTWARE

Delivery

WSIPC, in conjunction with NWRDC, will ensure the software WSIPC provides complies with state reporting, budgeting, and personnel retirement requirements. WSIPC will install the Software at a site hosted by WSIPC. All software modules supported under this Agreement by both WSIPC and NWRDC are documented in Addendum I as follows:

Financial Management and Human Resources (FMS) Services

- FISCAL PRODUCT LINE
- HUMAN RESOURCES PRODUCT LINE
- CROSS APPLICATION PRODUCTS
- OTHER PRODUCTS

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Student Management System (SMS) Services

- SPECIAL PROGRAMS PRODUCT LINE
- STUDENT PRODUCT LINE
- CROSS APPLICATION PRODUCTS
- OTHER PRODUCTS

Software as a Service (SaaS) Modules

The Cooperative may provide additional software and services to enhance or supplement WSIPC's standard offerings. The costs for these services are often in addition to the normal FTE fee.

Warranty

WSIPC warrants that upon delivery by WSIPC: (a) the Software will perform substantially in accordance with its written specifications established by WSIPC; and (b) the Software does not infringe any U.S. patent or copyright. WSIPC does not warrant that the Software is free from bugs, errors or omissions. The exclusive warranties set forth in this paragraph apply only to the latest release of such items of Software incorporating all corrections, updates, enhancements and modifications made available by WSIPC.

Performance Remedy

As Licensee's exclusive remedy and WSIPC's entire liability, if any Software subject to the warranty set forth in Addendum I fails to comply with the warranty set forth WSIPC will use reasonable efforts to correct the noncompliance (e.g., by furnishing an update, new release, enhancement or modification of the noncomplying Software); provided that (i) Licensee notifies WSIPC of the noncompliance and (ii) WSIPC is able to reproduce the noncompliance on the hardware for which the Software was designed. If after the expenditure of such reasonable efforts and the expiration of a reasonable time period WSIPC is unable to correct any such noncompliance, WSIPC will refund to Licensee a pro rata portion of the license fee paid by Licensee during the then current Year for that portion of the Software found to be noncomplying. Such refund will be in full satisfaction of all claims of Licensee relating to such noncompliance.

Grant & Limitations

WSIPC grants to the District a nontransferable, nonexclusive license during the Term to use the software and documentation for District data operations. The District will not disclose or make available any software or documentation associated with this Agreement to any parties or persons not using the same on behalf of the District. Nor will the District change, modify or alter any software without prior written permission from WSIPC. In short, the district agrees that it shall safeguard all proprietary materials being serviced by WSIPC and shall not infringe on or violate any vendor license agreements WSIPC has entered into on their behalf. If a vendor working on behalf of the district needs access to data or software provided by WSIPC, the vendor will be required to sign a Non-Disclosure Agreement with WSIPC.

Software Updates

WSIPC agrees to keep current with software licensed from Skyward and will install new versions on a timeline approved by WSIPC governance. This timeline will be communicated by NWRDC to the Districts.

School District Workstations

Addendum II lists configuration requirements for devices and their software that school district personnel use to access WSIPC's software modules.

State Reports

WSIPC will provide, at no additional fee, all data reports required by the state that impact 50% or more of the school districts in the state. WSIPC and NWRDC will work with state agencies to gather requirements on the required data. WSIPC will inform NWRDC staff of any mandated changes to state reports and NWRDC will communicate the information to the District.

SUPPORT SERVICES

Service Requests

To request support during Normal Support Hours, the following points of contact will be used:

Department	Phone	Email	Support Hours
Finance/HR	425-349-6560	nwrdcfiscalsupport@nwrdc.net	7:30AM-4:30PM
Student	425-349-6570	nwrdcstu@nwrdc.net	7:30AM-4:30PM
Operations	425-349-6666	croom@nwrdc.net	7:30AM-4:30PM

Response Times

NWRDC maintains a phone/e-mail support administrator during normal working hours. This individual monitors and assigns all client contacts to ensure timely responses.

At any time an issue is determined critical, the client will be notified within one hour of its status and every two hours thereafter.

A critical incident meets any of the following conditions:

- Productivity has stopped
- A staff member or agency cannot continue work
- Data is corrupt
- Financial controls are impaired
- System security has been compromised

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Software Documentation

Documentation associated with the software modules installed will be available in digital and/or printed forms as determined by NWRDC. Documentation will be regularly updated to ensure it remains current and relevant.

Training

NWRDC will train and support the end users in a District. Training may be offered at a designated training site, via K-20 or other means utilizing technology that is to the advantage of NWRDC and the Cooperative. NWRDC will offer consistently scheduled and on-going training to member Districts.

Application Support Services

NWRDC services are available to employees of the District for the application under contract. This service includes telephone response, formal classroom training, on-site training, user documentation materials and consulting in conjunction with the implementation of the WSIPC provided software. When the District contracts with outside consultants, it is recommended that these consultants attend relevant training.

Data Transportation

NWRDC assumes responsibility and cost to deliver computer output via United Parcel Service to a single designated drop-off location within the District. Districts requesting delivery to multiple

drop-off points will be billed for this added service. The District may elect to pick up their output at the NWRDC Operations Center. Data shipped from the District to NWRDC is the financial responsibility of the District.

Paper and Special Forms

NWRDC reserves the right to bill the district for paper usage beyond approved levels as determined by the NWRDC Executive Committee. Additional fees will be levied for anything beyond that limit. Paper and special forms used in the district on terminals, personal computers and other office machines are provided by the district.

Terminal Communications

District assumes responsibility for the costs and support of hardware, telecommunication software, and telecommunication connection costs to the access points established by NWRDC. NWRDC provides Active Directory account management for member districts as well as provides member districts' network analysis and troubleshooting support, including Remote Desktop Services (RDS) support.

Additional Services

Districts may contract with the NWRDC for special projects, which are not covered in the above services. Such services shall be provided under the policy and rates adopted by NWESD and based on the availability of staff.

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SYSTEM AVAILABILITY

Normal: Monday – Friday; 6:00 AM – 6:00 PM

Defined as primary school district work hours during which no elective downtime is done by WSIPC.

Evening/Weekend/WSIPC Holiday: Monday-Friday; 6:00 PM – 11:00 PM; Weekends: 6:00 AM – 11:00 PM

Defined as hours during which elective downtime can be scheduled with one week's notice. End-user can access the application. Individual components of a redundant group may be unavailable. Approval required by the NWRDC Director and WSIPC Operations department heads. Advance communication will be sent to the NWRDC Director and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to this same group.

Late Night: Monday – Sunday; 11:00 PM – 6:00 AM

Defined as hours during which backups, system reboots and maintenance can occur. Elective downtime may be scheduled with same-day notice. Services may be unavailable. Advance communication will be sent to the NWRDC Director and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to this same group.

Release Weekend: Saturday; Midnight – 9:00 PM

Defined as a monthly period during which application software, hardware and operating system maintenance is performed. Expect services to be unavailable. Approval required by the Data Center Director(s) and WSIPC Operations department heads. Advance communication will be sent to the Data Center Director(s) and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to all data centers and WSIPC Operations departments. The approved down time schedule will be communicated regularly throughout the year to reduce the number of surprises to Cooperative members.

Emergency Downtime

Criteria for emergency downtime can be requested for degradation of hardware or software components for which either of the following is true:

- The software or hardware is part of the failover system for a mission-critical system
- The software or hardware is a single point of failure for a mission critical system.

Emergency downtime can be requested between the hours of 6:00 PM and 6:00 AM with same-day notice or an agreed upon elective time with same-day notice. Advanced communication will be sent to the Data Center Director(s) and WSIPC Operations departments. At the conclusion of downtime, communication will be sent to this same group.

Service Continuity

In the event of complete failure of the centralized hosting provided by the Cooperative a failover system is in place for limited mission-critical access to core software and data systems. Backup or redundant capacity exists for database, servers and network. This failover capacity will only be used for dramatic and sudden system failure of the primary hosting center, but will not be utilized during normal, routine, or scheduled down time. WSIPC also has a redundant network link to provide connectivity in the event of an outage with the primary K-20 circuit. Virtual Router Redundancy Protocol (VRRP) communicates to two routers, K-20s 10GB router and the Comcast router connected to a provisioned switch.

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Cooperative Supported Skyward Products

FISCAL PRODUCT LINE

Account Management

Chart of accounts and accounting process modules that provide the ability to view real time transactions over multiple years, with district customized account definitions and district controlled user access to accounting information.

- Account Profile
- Account Sequences
- Account Clearance
- Chart of Accounts
- Data Export for State Auditor's Office
- Equity Summary Account Managements
- Related Utilities and Audits

User defined reporting modules that simplify accounting related data selection with built in database relationships and selectable pre-defined calculations. Report templates can be created and shared district-wide, with options to automatically generate and route output to specific users via the District and/or User print queue.

- Budgetary Data Mining
- Batch Reports
- Account Master Query Applications
- Scheduled and Monitored Tasks

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Accounts Payable

Payment processing modules that support the creation and payment of invoices automatically built from purchasing and receiving records, with district set budget monitoring controls and e-mail notifications.

- ACH Payment Processing
- Bank Reconciliation
- Check Processing
- Check Reconciliation
- Check Requests
- Compensating Tax Processing
- County Treasurer Processing
- Credit (Payment) Cards
- eSignature for AP Checks
- Expense Reimbursement
- Invoice Processing
- Recurring Invoice Entry
- Related Reporting
- Related Utilities and Audits
- Vendor Check History Reporting

Accounts Receivable

School level accounting modules integrated with the business office, for use in billing customers and recording payments, tracking of outstanding balances and overdue amounts.

- Item Master
- Interest Calculator
- Invoicing
- Emailing Invoices and Statements
- Payor Master
- Payments
- Refunds
- Recurring Invoice Generation
- Related Reporting

Bid Management

Modules that generate purchase orders from multiple bids, track items received through original bid, and use Vendor data to generate reports to compare bids from multiple vendors.

- Bid Requisitions
- Bid Quick Order
- Consolidate Requisitions
- Estimate Needs
- Item Master
- Request for Proposal Report
- Vendor Bid
- Related Reporting

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Budget Management

Budgeting modules that manage the entry, versioning and revisions of District budgets.

- Budget Requisitions
- Budget Entry (Import, Clone, Build from Projections)
- Budget Revisions
- Budget Transfers (Import, Submission and Approval Workflow)
- Related Audits and Utilities (Budget Adoption)

Fixed Assets

Modules that support the set up and tracking of asset inventory by location with optional GASB 34 compliance support and scanning device interfaces.

- Asset Item Master
- Build Assets from Invoices
- Disposal and Additions Tracking
- Depreciation Expensing and Tracking
- Existing Asset Updates Import and Scanning Interface
- New Fixed Assets from Spreadsheet Data Import
- Reporting Related Utilities and Audits

General Inputs

Applications designed to record accounting transaction information created independently of the subsidiary systems, such as Accounts Payable.

- Cash Receipts (Imports)
- General Inputs History Reporting
- Journal Entry (Imports and Submission and Approval Workflow)
- Previous Year Adjustments
- Student Billing
- Transfer Entries

Inventory

Warehouse inventory modules that track the disbursement, replenishment and acquisition of inventory with integration to the accounting system.

- Accounting Update
- Disbursements
- Inventory Item Master and Stock Management
- Inventory Receiving
- Physical Inventory Entry
- Quick Order
- Requisition
- Related Reporting
- Related Utilities
- Warehouse Transfers

Purchasing

Modules that support creation and monitoring of Purchase Orders and all activity related to them, with requisition approval workflow controls and automated e-mail notification. Receiving information integrated with Accounts Payable Invoice process.

- Approval Workflow and Notifications
- e-Commerce
- ESign
- Emailing Purchase Orders
- Purchase Order Processing
- Receiving
- Recurring Entry
- Requisition and Approval Processing
- Related Reporting
- Related Utilities and Audits

State Processing

Modules that support financial reporting of accounting data to the Office of the State Superintendent of Public Instruction (OSPI).

- Crosswalk
- F-195 SPI Budget File Extract
- F-200 SPI Budget Extension Extract
- F-196 SPI Year End Extract
- F-198 Budget Status Reporting

Vendors

Demographic and account activity modules that fully support the tracking of all Vendor related information.

- Custom Forms
- Data Mining/Reporting
- Import Vendor Catalog
- New Vendor Request Workflow
- Vendor Profile and Entry by Vendor
- Vendor Report Card
- Related Audits and Utilities
- Related Reporting

Year End

Modules that support 1099 processing, including generation of electronic 1099 M files for reporting to the Federal Government, closing out of the current Fiscal Year, and opening of the next Fiscal Year.

- 1099M Processing
- Carry Forward Pending Received Invoices
- Encumbrance Carry Forward
- Fiscal Year End Process

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HUMAN RESOURCES PRODUCT LINE

Calendars

Calendars are used extensively within the Skyward applications and within WESPaC. Position and assignment calculations for FTE and salary use calendar days and hours as part of the calculation. Retirement “as earned” transactions and Worker’s Compensation transactions also use calendars as part of the calculations. Calendars are easy to change and there are efficient ways to roll calendars to the next year. Calendars print nicely in a 12-month format.

Online/Custom Forms

You can create Custom Forms to collect Human Resources and employee-related data that is not already being captured elsewhere in Skyward’s School Management System. Custom Forms provide a way to create and define your own unique area to enter, collect, and display data and then report on that data. You can design these unique areas to mimic the look and feel of existing paper forms currently in use by your district.

Online Forms can be used in Employee Access to survey employees or request information. This feature used in conjunction with Custom Forms is a valuable and efficient tool for data gathering and sharing.

Employee Access

This module allows employees to interact with their employment records, payroll history and other various processes. Employees have 24/7/365 access to and ability to change their personnel information. This module includes the following features:

- Calendar Events (HR)
- Online Forms
- Check History
- Year to Date
- W-2 and W-4 Information
- Time Off Request and Approval
- Fast Track Open Position and Screening
- Expense Reimbursement Submission and Approval
- Check estimator eliminates the need to interrupt the payroll department to request support in determining how a change to withholding would affect an employee’s check
- Online Open Enrollment
- Easy access to 1095, Flex, personal, Direct Deposit and professional information

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Organizational Charts

Organizational Charts facilitate approval flows for various applications, such as Time Off, True Time and Expense Reimbursements.

Employee Profile

This module allows users to add employee records with basic payroll and demographic information. Employee Profile serves as an information hub, providing the following information from a central point:

- Demographic information
- Personnel information
- Tax, retirement, deductions and benefits information

- Contract and pay record information
- Direct deposit
- Flex spending
- Regular and substitute time tracking
- Year-to-date, fiscal year-to-date
- Certification, education and experience information
- User-defined screens for tracking of district defined data
- System tracks all changes made to the employee profile
- Insurance Tracking
- Time Off
- True Time
- Affordable Care Act information
- Employee Letters
- Online/Custom Forms
- Emergency Contacts
- Fast Track Application information

Employee Data Mining

This application allows users to create user-defined reports with various employee related data points.

Employee Management

Employee Management is a one-stop employee administration application. The Employee Management System allows the client the ability to track employees' position and assignments, facilitate the entry of staff changes and import into payroll. The application allows for a single entry for all associated applications including Payroll, Employee Profile and the FastTrack job application system. This module includes the following applications and features:

- Calendars
- Salary Matrix
- Related Reports and Utilities
- Position Control
- Employee demographics

Fast Track

FastTrack is a web-based application allowing Human Resources personnel and other security-approved employees to post job vacancies and add, edit and view job postings quickly and easily from any computer with an internet connection. Applicants can review the positions and submit applications that can include general questions, skill rankings, attachments, and background check data. Electronic references can be requested by the applicant and notifications sent for completion within the application. FastTrack integrates Employee Profile and other Human Resource modules. This module supports internal and external posting options and facilitates screening and candidate review/selection.

Insurance Tracking

Insurance Tracking supports the management of employee health insurance plans, employee enrollment and insurance pooling. The module interfaces with selective medical insurance providers. The Insurance Tracking module integrates with payroll and

Accounts Payable processes. This module also features the Open Enrollment application allowing employees to select coverage and plans via a web environment making it easier for employees to sign up or change benefit selections.

Payroll

This module produces payment to employees, manages benefits and deductions, records related expenses, accrues, and provides source information for State and Federal reporting. This module includes the following applications and features:

- Payroll Worksheets
- Direct Deposit/ACH Facilitation
- Check Printing with electronic signature
- Payroll Voids
- Payroll/Accounting Adjustments
- Payroll Accruals
- Payroll Encumbrance
- Retirement Reporting, including WA DRS interfacing and reporting
- Unemployment Reporting
- Workers Comp Reporting
- Quarterly Federal Tax Return
- W-2 Reporting
- 1095 Reporting
- Third Party Retirement Export Files for Gatekeeper, CPI, TSA Consulting, and ING
- Payroll Export Files for PayFlex and Benefit Concepts Maintenance of FICA, Medicare, and Federal and State Income Tax tables

Position Request

Position Request is a web-based function for requesting and approving an open position. The system checks for available FTE and Interfaces with position control. There is on-line approval processing that can be accessed through the Employee Access application. Once approved, an open position can be easily posted in Fast Track.

Professional Development

Assists the employee in requesting classes towards professional development. Requests are electronically approved for processing.

Salary Negotiations

This module supports development of position and assignment projection, including benefits for the upcoming fiscal year. This module produces source information for Employee Management records, personnel budgeting and related State reporting.

State/Federal Reporting

State and Federal reporting provides a collection of reports, extracts and interfaces.

Supported reports are:

- SPI F-195/F-200 Salary Exhibit (WA Only)
- S-275 Personnel Reporting (WA Only)
- Medicaid Administrative Match
- OIC Year 5
- Mix Factor
- CRDC (Office of Civil Rights)

- EEOC
- Affordable Care Act
- Year End and W-2
- Department of Retirement Systems Monthly Transmittal
- New Hire Report
- Child Support Report

Substitute Tracking

Substitute Tracking allows districts to track all information about finding substitute teachers, hours worked, who they subbed for, and the rate of pay they received. The module Interfaces directly with Skyward's Time Off and Payroll systems. Customizable rate tables allow districts to establish specific rates and automate movement to a long-term rate. Third party Sub calling systems import data directly into Skyward's Substitute Tracking.

Time Off

Time Off manages and tracks all employee related leave and related time accruals. This module integrates seamlessly with the payroll process and interfaces with Time Off requests in Employee Access. Third-party time off import systems import data directly into Skyward's Time Off module.

True Time

TrueTime is a fully integrated time tracking system that is FLSA compliant. This module supports interfacing with various time entry devices, allowing for versatility in tracking time. Quickly generate payroll entries from approved worksheets and access different pay codes for different jobs under one login.

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SPECIAL PROGRAMS PRODUCT LINE

Federal Reporting

The following Federal data collections are supported by standard reporting tools:

- Federal Special Education Suspension-Expulsion Report
- Special Education Initial Evaluation Timeline Report
- Special Education Transition From Part-C to Part-B Report

Gifted and Talented

Easily manage all areas for your gifted and talented students online including classes taken, entry date, discipline history, attendance, and academic history.

Section 504

Skyward's Section 504 module offers a tool for tracking your district's Section 504 Plans. Accessible through Educator Access+, district staff can easily create and review important Section 504 information using a web portal.

Special Education

Skyward's Special Education module offers a tool for tracking your district's special education timelines. Special Education includes an easy to use web portal. Accessible through Educator Access+, district staff can easily review important special education information.

- Referral dates and information
- Team evaluation dates
- Individualized Education Program (IEP) dates
- Placement information
- Medicaid Eligibility
- Integrated with IEP On-Line

Special Programs

Skyward's Student Classifications area offers a tool for tracking your district's special program enrollment.

- 21st Century Community Learning Program
- Early Education
- Learning Assistance Program (LAP)
- Title 1 Program Assistance
- Title III Native American
- Immigrant
- Title VII Indian Education Supplemental Services
- LEP (Limited English Prof)/Bilingual
- Homeless
- Foster
- Home School Attended Part-Time
- Private School Attended Part-Time

State Reporting

The following Washington state data collections are supported by standard reporting tools:

- Monthly Special Education Enrollment (P223H) Report
- Comprehensive Education Data and Research System (CEDARS)

STUDENT PRODUCT LINE

Academic Standards

The Academic Standards module allows districts to import Common Core, state, and district power standards that can be linked to District Assessments, Secondary Gradebook assignments, and be used to create Standards Gradebook Academic Areas.

Activities

The Activities area manages student activities, field trips, and awards. The module fully integrates with other modules such as EA+, Attendance, Discipline, Fee Management, Grading, and Family Access. Identify and locate students within the system through set criteria, and verify student eligibility to district staff for athletics, academics, or achieving a pride status.

Attendance

Attendance makes sure all students are accounted for and reports on any inconsistencies in district or students' records. The module integrates with Skyward Family Access so parents receive immediate notification of a student's absence or tardiness. The reporting capabilities are robust and include the ability to send home attendance letters, update discipline records from non-attendance and use graphs to communicate student attendance issues.

Auto Email

The Auto Email functionality allows the set-up of automated emails to selected contacts regarding changes to a student's enrollment, attendance, discipline, schedule, special education, and response to intervention, food service, GPA, textbook and demographic information.

Busing

Busing keeps track of students' bus routes, stops and transportation categories as well as providing reports that give school and district staff real time data on bus ridership and miles transported.

Career Planning

The Career Planning module provides the ability to define 4-year plans reflective of a student's individual career goals. The plans can be associated with curriculum required for the goal and students then linked to an appropriate plan. The Guidance staff can then work with the student to track progress toward their career goals.

CEDARS (Comprehensive Education Data and Research System)

WSIPC has developed a data extract process that creates and populates the data files required by the WA Office of the Superintendent of Public Instruction in support of the CEDARS database.

Childcare

The Childcare module allows districts to define different types of childcare programs, enroll students in them, and in conjunction with the Fee Management module, bill guardians for program participation. The Family Access module is configured so guardians can sign their children up for the programs offered by the district.

Curriculum and Assessments

The Curriculum and Assessment area provides management of curriculum master records, student tests and test scores, and educational milestones (non-coursework related requirements).

Current Scheduling

Current Scheduling provides maintenance of current class attributes and enrollment, and keeps everyone informed of schedule changes through Family/Student Access and Educator Access Plus. Counselors, Teachers, parents, and students can view schedules online, reducing the expense and inconvenience of paper reports and eliminating time delays in viewing current schedules. The function also includes the ability to track and log schedule changes.

Custom Forms

Custom Forms allows the creation of an area where information can be added to a student's or family's record. Custom Forms consist of building a customized screen that can contain both user-defined fields and fields that currently exist in the database. Custom Forms can be presented to guardian or students in Family and Student Access for them to complete, and integrated into Online Registration and New Student Online Enrollment.

Discipline

The Discipline module allows buildings to manage and report on incidents on both an individual and district-wide level. It allows for viewing discipline referrals electronically and eliminates extra paperwork for teachers. Using Family/Student Access, parents and students can view discipline offenses and actions in real-time.

District to District Transfer

District to District Transfer imports a new student's information when they transfer from another district using Skyward. Demographic, immunization, family information, and grade information can be input into your district with very little manual entry.

Educator Access Plus

Educator Access Plus is an online tool designed to enhance teachers, advisors and administrators access to student information. Features include both secondary and standards based real time gradebooks, message center, attendance updates, discipline referrals, advisor and activity management, scheduling and management of parent-teacher conferences, and administrative tracking tools.

Family Access

Parents and students can view student related information anytime, anywhere online. It provides options to allow parents and students to see grades, assignments, report cards, attendance, schedules, discipline, test scores, graduation requirements, and food purchases. Parents can easily submit information to notify a school of absences, submit course requests, make credit card payments, enter an Online Application for Free and Reduced-Price Meals, and email school personnel. Many schools use the On-Line Registration process to allow guardians to perform most of the steps to verify and update their student's registration data for school online. Communication with teacher and administration is enhanced by direct linkage to the school or district Message Center application.

Federal Reporting

The Federal Reporting module supports the Federal Office of Civil Rights reports.

Fee Management

Fee Management provides tracking of student fees. Districts have the option to allow families to use convenient payment plans for their expenses. The Fee Management module also interfaces with the Textbook module to ease the management of lost or damaged books and updates to the General Ledger in Financial Management

Food Service

The Food Service module monitors costs and improves meal management efficiency. When used with Family Access, it can provide parents with the ability to enter Online Applications for Free and Reduced-Prices Meals, and up-to-date information online for all purchases and account balances. It allows cash payment at the point of sale with onsite cash reconciliation and recording of items sold. The system also provides for oversight of Free and Reduced meal allocations, credit card payments for student or staff food service accounts, Income Verification, and specialized reporting including the Monthly Claim for Reimbursement.

Future Scheduling

Scheduling for future terms or years is done with Future Scheduling. The information from this module integrates with Family/Student Access and Educator Access Plus to keep everyone informed of scheduling data. Counselors, parents, and students can view schedules online, reducing the expense and inconvenience of paper reports and eliminating time delays in viewing current schedules. The application engages students and guardians with Online Request entry and Online Arena Scheduling as well as providing administrative tools such as the Advanced Master Builder and the Interactive Scheduling Board. In addition, many utilities exist to aid in managing student requests and other scheduling activities.

Grading

Monitoring students' grading and transcripts is done with Grading Reporting/Transcripts. Custom reports, and Customer Report cards as well as functions such as class rank and student GPA are part of this module. Grading integrates with GradeBooks from Skyward, eliminating the need to import/export data.

Graduation Requirements

Develop custom graduation plans and be confident that each student is on track in meeting their graduation requirements. Unique graduation plans can be developed for each school or for an individual student. Students' progress may be compared against requirements for state, school, or individual student plans. Course information is automatically recorded for each student based on courses completed, in progress, or scheduled in the future. Optionally, Graduation Requirements data can be shared with teachers, students and families through Educator Access Plus, and Student/Family Access.

Guidance

Counseling staff can manage student visits to the guidance office and record times, purpose, outcomes, and notes in regard to time spent with students.

Health Records

The Health Records module ensures that your district complies with state reporting requirements by accurately tracking all student-related health problems and vaccinations. All state vaccination requirements are pre-loaded for the district. Medications are entered and history tracked using a simple color-coded on-screen format. The module provides options to track all student-related health information including office visits and individual health plans. Optionally, student health information including Critical Alerts can be shared in Educator Access Plus and the teacher gradebook. Optionally, Department of Health Standardized Health Codes can be imported.

Lesson Plans

The Lesson Plan module allows teachers to build and schedule their daily lessons by organizing objectives, resources, activities, and assessments through Educator Access Plus.

Lockers

The Locker area provides functionality for all phases of managing lockers and locks. This includes locker and lock information such as make, combination, and location as well as the ability to report and manage these components through mass update utilities. The module also provides for the import of locker numbers and combinations.

Message Center

The Message Center function is a means for school administration, teachers, advisors, and activity leaders to communicate to students and guardians via emails, Family/Student Access, and Calendars. It provides mass communication capability to inform about events, activities, assignments, requirements and other important information. The function optionally allows families or students to respond to the communications.

Obligations

The Obligations area is used to manage student requirements such as turning in an Internet Usage or Emergency Contact form. When used in conjunction with the Fee Management module, obligations can be defined to monitor whether student financial requirements have been met.

Secondary Gradebook

Designed for senior and junior high school teachers, Secondary Gradebook is the best tool to keep your teachers organized and up-to-date on student progress. E-mail progress reports directly to parents and post assignments to Family Access. It includes options for different grading methods, categories, and term weights.

Skylert

Skylert provides multi-platform (text, email, and phone) delivery of messages to communicate emergency or informational content. The function integrates with Family Access to allow personal configuration of message delivery.

Staff

The staff area provides for management of individual staff members' demographic, scheduling, and gradebook information within the Student Management module as well as providing for assignment of substitutes.

Standards Gradebook

A true standard based gradebook specific to the needs of teachers who use skill and standards-based grading. Every grade level and teacher can use a different skill bank, which is completely customizable for your district.

State Reporting

The following Washington state data collections are supported by standard reporting tools:

- Comprehensive Education Data and Research System (CEDARS)
- P-223 Monthly School District Enrollment
- National School Lunch and Breakfast Program State Claim
- Food Service Verification Collection
- Washington Standardized High School Transcript
- Department of Health Annual School Report
- Assessment of District Student Health Services
- Preschool Immunization Status
- Truancy Petitions for State Reimbursement
- Truancy Programs and Petitions

Student Demographics

The Students area is the main access point to view and update demographic information:

- Address
- Address History
- Birth History
- Ethnicity/Race
- Vehicles
- Web Access
- Obligations
- Category
- Emergency Info
- Entry/Withdraw History
- Family Info
- Siblings
- Add

Student Access

Students have a personal access point to their data and important information with Student Access. Students can view information anytime, anywhere online including grades, assignments, report cards, attendance, schedule, discipline, test scores, graduation requirements, and food purchases. Student may enter scheduling requests online, engage in Online Arena Scheduling and communicate with teachers via email.

Substitute Assignment

This module provides the ability to assign a substitute staff member to an absent teacher's classes. Assignments may be made for specified time frames including start-stop days and specific periods. The assignment provides documentation of the staff member responsible during a teacher's absence.

Survey

The Survey module allows districts to set up questions and include them in student surveys with reports available to organize the responses.

Textbook

The Textbook area provides management of textbooks within the district. Create an ID number, and track who is assigned the book, its condition, and the number of books not yet assigned. The system handles textbooks distributed through a bookstore as easily as textbooks issued in the classroom. Details include who is assigned a book, title, International Standards Book Number (ISBN), edition, publisher, date purchased, cost, condition, issue date, and order sequence.

Year End

This series of process driven modules enable the individual buildings and the district to close the current school year, clone appropriate data, and open the upcoming school year.

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CROSS APPLICATION PRODUCTS

Data Mining

Data Mining is an ad-hoc reporting tool and assists in uncovering patterns in your student and financial data. It's critical for running reports for parents, administrators, and staff. The user can create custom reports to fit their needs using only the fields of data that they want to see. By using filters, you can specify data to be included on your report and your data can easily be exported to Microsoft Excel for any number of additional reporting options.

Mobile Solutions

Mobile Solutions covers functionality that allows district staff, parents and students to access information while remote from their normal workstations. Hand held devices create the ability to display and update student information including attendance and discipline. For staff, time off entries and approvals can now easily be managed anywhere at any time.

Product Set Up

The Product Set Up function allows district or entity staff to manage and configure the software to meet the business needs of the district. The functionality provided is wide ranging and includes security, database management, user tracking, print management, SIF management, and many important configuration settings that permit the district to tailor the software to their needs.

Security

The Security function allows management of individual security users, security groups, and specialized security functions like Super Users, and district licensing.

SkyBuild (Data Import/Export)

SkyBuild provides the ability to select from many pre-defined import and export formats for common third party products covering transportation, food service, library systems and more. In addition, file builders are available to create custom import or export file formats.

Task Manager

Task Manager allows districts to create multi-step Processes with specific tasks, links to the applications and custom forms, and e-mail notifications. Users can initiate a process to facilitate occurrences of the underlying workflow.

OTHER PRODUCTS

Crystal Reports

Crystal Reports is a report builder that can be added to an existing Skyward system to create unique forms and reports such as registration forms or mobility reporting. Reports can be created centrally and distributed throughout the district utilizing Skyward's Quick Picks report viewer.

MySchoolData

MySchoolData is a secure web application that provides district educators access to Skyward data and assessment data in an easy to use common look and feel. The MySchoolData application contains several components:

- Early Warning System – provides reporting on performance and other criteria to aid in early intervention.
- Data Dashboards – provides analytics on attendance, assessments, discipline, grades, enrollment, demographics and more. Data is available for trending, detail and historical views.
- High School and Beyond – interactive planning tool for students that delivers a four-year course plan based on graduation requirements and post-secondary goals. Once completed parents and councilors can view the plan for approval.
- CEDARS Data Viewer – view recent CEDARS data files submitted to OSPI for troubleshooting and data validation.
- Career and Technical Education (CTE) module – a tool to review and identify CTE completers for state reporting. This module requires a minimal annual fee.

Built on a longitudinal data warehouse, MySchoolData is able to combine Skyward data with other sources of data to provide rich, powerful data views and easy to use interactive tools.

SkyDoc

Online documentation for the application software.

SOFTWARE AS A SERVICE (SaaS) Modules

Course Learning Center

The Course Learning Center keeps all of a teacher's assignments, handouts, reading materials, and paperwork together in one place. Instead of having stacks of handouts, all the course information can be stored online. Students can browse through all the projects and notes at any time. When it's time to turn in their homework, they simply submit it through their digital locker and it's available for their teacher to grade.

Curriculum Mapping

Curriculum Mapping is a great way for teachers to see all the activities, assignments, and resources they need for each unit. Custom Calendars help teachers spend less time on repetitive data entry and more time teaching. They can tie benchmarks directly to each lesson plan, saving time and ensuring complete coverage of the material.

New Student Online Enrollment

New Student Online Enrollment is incredibly easy for parents and staff to use. From your district website, parents simply click enroll new student and they'll get instructions on how to fill out demographic information as well as any custom forms your district needs. Once their information is entered, your registrar can review it and add the student.

Response To Intervention (RTI)

Skyward's Response to Intervention (RTI) module identifies students in need of improvement, gives you a comprehensive overview of all their educational history, and allows you to initiate and manage intervention actions in a team or teacher environment.

Intervention plans are centrally managed and related to appropriate area and grade for easy lookup when addressing a student's need. Additionally, you can monitor the use of approved interventions to learn which ones are most effective or most commonly used.

Application Programming Interface (API)

Skyward's API allows Learning Management Systems such as Canvas (by Instructure) and Schoology to push a district's grade information back into the Skyward Database.

Career and Technical Education (CTE)

The Career and Technical Education (CTE) Completers tool in My School Data provides districts the opportunity to save time, money and resources needed to manually complete annual CTE reporting. Using Course and student class information extracted from Skyward and combined with Program and CIP code information from OPSI, the CTE module is able to programmatically determine and track which students are eligible for completion. The CTE tool allows districts to review and select students to be submitted to the Skyward CTE screen. Submitted data is transferred and automatically loaded nightly into Skyward saving districts time in and ensuring accuracy of data.



WESPaC and IEP.online Workstation Guidelines

(Revision Date: 05/09/2018)

Overview

This document provides planning and support guidance regarding specifications for PCs, Macintoshes and printers for use in the WSIPC Enhanced Skyward Point and Click (WESPaC), Skyward Web Application, My School Data, and the IEP.online environments.

Audience

Regional information service centers and district technology support staff

Introduction

This document provides regional information service centers and district staff with specific guidelines for the configuration of PCs, Macintoshes, and printers for use in the WESPaC, Skyward Web Application, My School Data, and IEP.online environments. These guidelines represent a reasonable baseline for client configurations that will produce adequate performance under most circumstances. It is envisioned that this will be a "living" document that is regularly updated as new information emerges about the needs of the WESPaC, Skyward Web Application, My School Data, and IEP.online products and as new factors emerge for consideration in the Workstation Guidelines (new operating system revisions, processor capabilities, web browser types and versions, etc...).

Newer, unlisted versions of operating systems and browsers may require changes to the WESPaC, Skyward Web Application, My School Data, and IEP.online products before they are supported. Technology staff is cautioned not to assume that newer versions will work immediately. The proper forum to request specific additions to the Workstation Guidelines is through the WSIPC Information Technologies Special Interest Group (ITSIG).

All possible configurations of operating system, memory, processor speed and other factors cannot be envisioned in this document, and district technology staff will have to exercise some level of judgment in the interpretation of "adequate" performance.

WSIPC Workstation Guidelines

Windows	Windows 10	Windows 8.1	Windows 7
Hardware	Operating System minimum requirements, Physical Network Connection		
Video	17 inch or higher at 1024 x 768 resolution		
Printer	Networked HP LaserJet printers supporting TCP/IP and PCL 6 or PCL 5e		
RDS Client	Microsoft Remote Desktop protocol 8.0 or above		
Remote Desktop Web Interface	Internet Explorer 11, Edge, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹
Web Browser <i>Skyward Web</i>	Internet Explorer 11, Edge, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹
Web Browser <i>Family Access Employee Access</i>	Internet Explorer 11, Edge, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹	Internet Explorer 11, Firefox, and Chrome ¹
Adobe Software for Skyward Web Products	Acrobat Reader 8.0 or above Flash 9.0 or above	Acrobat Reader 8.0 or above Flash 9.0 or above	Acrobat Reader 8.0 or above Flash 9.0 or above
MS Office Export	Office 2008 to Office 2016	Office 2003 to Office 2016	Office 2003 to Office 2016
My School Data	Firefox and Chrome ¹	Firefox and Chrome ¹	Firefox and Chrome ¹

Macintosh	Mac OS 10.6 to 10.13
Hardware	Operating System minimum requirements, Physical Network Connection
Video	17 inch or higher at 1024 x 768 resolution
Printer	Networked HP LaserJet printers supporting TCP/IP and PCL 6 or PCL 5e
RDS Client	64-bit Processor, Microsoft Remote Desktop version 8.0
Remote Desktop Web Interface	Safari, Firefox, and Chrome ¹
Web Browser <i>Skyward SMS 2.0</i>	Safari 5 through 11, Firefox, and Chrome ¹
Web Browser <i>Family Access Employee Access</i>	Safari 5 through 11, Firefox, and Chrome ¹
Adobe Software for Skyward Web Products	Acrobat Reader 7.0 or above Flash 8.0 or above
My School Data	Safari, Firefox, and Chrome ¹

Chrome OS	Current version of OS and Browser ¹
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1 – Current version – Chrome OS, Chrome browser, Microsoft Edge, and Firefox are on aggressive release schedules and therefore the most current version is not explicitly listed.

- Skyward Web Based Food Service Point Of Sale (POS) must meet the following minimum hardware requirements: Dual Core 1.6GHz or faster with RAM: 1 gigabyte (GB) (32-bit) or 2 GB (64-bit)

- Skyward does not support beta versions of Operating Systems or Web Browsers.

IEP.Online Workstation Guidelines

Windows Systems	
Hardware	The physical hardware (memory, disk space, and processor) must be appropriate for the operating system installed.
Video	17 inch or higher at 1024 x 768 resolution
Operating System	Windows Vista (not Home version) Windows 7
Web Browser	Internet Explorer 8 or later Firefox 3.5 or later Chrome 4 or later Safari 4 or later
Other Software	Adobe Reader 7 or higher Adobe Flash Player Release 9 or later
Browser Settings	<p>Note: Network Cache / Proxy Server: For all computers, you must disable proxy / cache server use and/or bypass the proxy server for IEP.Online</p> <p>Local Cache:</p> <p>Internet Explorer</p> <ul style="list-style-type: none"> ▪ Tools Menu / Internet Options / General / Temporary Internet Files / Settings / Check for new version of stored pages "Every visit to the page" ▪ IMPORTANT: for use in school systems where a proxy server is the only access to the Internet, Use HTTP 1.1 must be set in the "Advanced" section of Internet Options. <p>Other (Firefox, Chrome, Safari)</p> <ul style="list-style-type: none"> ▪ Edit Menu / Preferences / Advanced / Cache / Document in cache is compared to document on network "Every Time" <p>Cookie Settings:</p> <p>Internet Explorer</p> <ul style="list-style-type: none"> ▪ Enable cookies for local storage ▪ Enable per-session cookies <p>Other (Firefox, Chrome, Safari)</p> <ul style="list-style-type: none"> ▪ Accept all cookies ▪ Enable JavaScript / Scripting

Macintosh Systems	
Hardware	The physical hardware (memory, disk space, and processor) must be appropriate for the operating system installed. At least a 500Mhz G3 processor with more than 256Mb of physical memory.
Video	17 inch or higher at 1024 x 768 resolution
Operating System	OS X 10.4.x or greater
Web Browser	Safari 4 and later Firefox 3.5 and later Chrome 4 and later
Other Software	Adobe Reader 7 or higher Adobe Flash Player Release 9 or later
Browser Settings	Note: Network Cache / Proxy Server: For all computers, you must disable proxy / cache server use and/or bypass the proxy server for IEP.Online Settings: All Browsers ▪ Accept all cookies ▪ Enable JavaScript / Scripting

For IEP.Online to function properly, the client browser or pop-up blocking software must be configured to allow pop-up windows from IEP.Online. This includes native browser functionality, as well as toolbars such as Yahoo and Google.

Your technical staff may address any questions they have to:

J.C. Sain
NWRDC ASP Coordinator
425-349-6496
jsain@nwrdc.net

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WSIPC

Purchasing Program

The WSIPC Purchasing Program (WPP) provides opportunities for districts, schools, associations and government entities to purchase technology at competitive Cooperative pricing.

To save the Cooperative more money and time, WSIPC began a procedure to competitively bid via RFP, all vendors in the Purchasing Program. The WSIPC bid process adheres to a sealed, competitive bidding process to negotiate contracts that abide by state procurement statues.

All vendors in the WSIPC Purchasing Program have participated in an RFP bid process and only awarded contract vendors will remain as part of the WPP.

For more information and a current list of vendors, visit the WSIPC website: <http://www.wsipc.org/purchasing>

WSIPC Purchasing Partners (current as of 5/1/2018)

14-01 Computer Hardware

Microsoft
Dell
Alden Associates
Hewlett Packard Enterprise
Technology Integration Group (TIG)
ZONES
ACE Computers

16-05 Security Solutions

School Technology Associates
PE Limited
Ednetics
All Campus Security

17-07 Green Technologies

3R Technology

17-08 Identity & Access Management Solutions

School Technology Associates
CionSystems
West/School Messenger

16-01 Unified Communication Services

Cerium Networks
Ednetics
School Messenger by West Education

17-02 Document Management Solutions

FreeDoc
Kelley Imaging
MCCi/Laserfiche

17-09 Physical Security Solutions

Cabling & Technology Services
LONG Building Technologies
Tek-Hut

17-11 Managed Security Services

Cerium Networks

16-02 Learning Management Systems

Canvas by Instructure
D2L by Brightspace
Schoolology
Edsby
itsLearning

17-03 Online Payment Systems

eFunds for Schools
InTouch Receipting
PaymentSpring
My School Bucks

18-01 Workflow Management Services

Kelley Imaging Services
United Business Machines of WA
McKinstry
FreeDoc
SRC Solutions/Registration Gateway

16-03 Notification Systems

EduLink
School Messenger by West Education
CNR
K12 Alerts
BrightArrow

17-05 Online Registration Solutions

Registration Gateway
School Cash Suite by KEVGroup
SchoolMint

18-02 Hardware Maintenance Solutions

PivIT Global

16-04 Wireless Solutions

Ednetics

17-06 School Management Peripherals

School Technology Associates

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Medicaid LEA Billing Compliance Agreement Washington State School Districts

Washington school districts partnering with PCG on Medicaid billing are required to meet state and federal compliance guidelines for billing, which are outlined in this Agreement. Documentation and approval of compliance management will be required prior to PCG submitting Medicaid LEA claims on behalf of districts.

Individualized Education Programs

REQUIREMENT: All treatment services must be specified in a valid IEP. For a service to be billable, the service must be provided on a date which falls between the start and end date of the current IEP.

Options for Pre-Billing Checks

Prior to billing Medicaid reimbursable treatment services, DISTRICT requires PCG to verify that the service is prescribed in the current IEP. If a related service encounter does not fall between the start and end date of a valid IEP, then the service will not be billed.

IEP dates will be submitted with the electronic student data that is imported into EasyTRAC™ on a daily basis by IEP Online.

Practitioner Qualifications

REQUIREMENT: All rendering practitioners participating in the program must meet qualifications for his/her practice as outlined in the Medicaid Provider Guide.

Options for Pre-Billing Checks

The DISTRICT requires PCG to verify the licensure/certification of all clinicians as recorded in EasyTrac by the DISTRICT prior to billing Medicaid reimbursable services. If a clinician is not licensed or certified as required by HCA on the date of service, PCG will not submit claims for reimbursement for that clinician's services. The district will maintain the supporting service documentation in the event of an audit.

Supervision Requirements

REQUIREMENT: Treatment services of a certified speech assistant who is supervised by a CCC certified speech pathologist or health aide nursing services provided by non credentialed school employees under the supervision of a registered nurse must be provided under the supervision of a qualified practitioner as specified by the WA School Medicaid Provider Manual.

Options for Pre-Billing Checks

- DISTRICT will use the EasyTRAC™ functionality to have the supervising practitioner electronically sign off on services provided by the supervised practitioner. PCG will conduct pre-billing checks to ensure that staff requiring supervision have had their services electronically signed by a supervising practitioner. Any services that require supervision that have not been electronically signed by the supervising qualified practitioner will not be included in the Medicaid claim. DISTRICT must maintain appropriate documentation of the supervision of practitioners as required by the LEA Provider Manual.

Parental Consent

REQUIREMENT: DISTRICT must obtain written parental consent prior to electronically submitting student's service data to Medicaid for billing purposes.

Options for Parental Consent Pre-Billing Checks

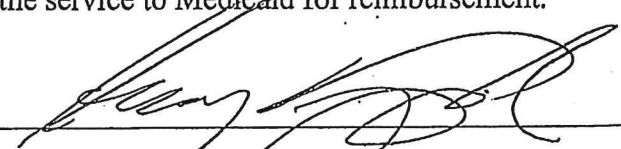
- DISTRICT will store all Parental Consent dates in IEP Online when creating records. PCG will import the data into EasyTrac™ on a nightly basis. PCG will perform pre-billing checks and if consent was denied or was never received from the parent, PCG will not submit the service to Medicaid for reimbursement.

District Medicaid Coordinator:

Title of District Representative:

Date of Signature:

Copy



Director of Student Services

11/18/2016

**AMENDMENT
to Interlocal Agreement
between
WSIPC and Shoreline Public Schools**

This Amendment I made this 21st day of August, by and between Shoreline Public Schools and Washington School Information Processing Cooperative ("WSIPC"):

WHEREAS, Shoreline Public Schools and WSIPC are parties to the Interlocal Agreement dated September 20, 2005 ("the Agreement"); and

WHEREAS, WSIPC offers the **IEP Online Translation** Solution to its clients, and Shoreline Public Schools wishes to amend the Agreement to add the IEP Online Translation Solution; and

WHEREAS, Shoreline Public Schools and WSIPC wish to amend the Agreement by mutual agreement to modify the provisions as set forth herein; and

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

1. In accordance with the terms of the Agreement, this Agreement is hereby amended to add the IEP Online Translation Solution.
2. Exhibit B Participating Entity Amendment to IEP Online Sublicense is hereby included and incorporated into the Agreement during the Term of the Agreement.
3. As consideration for the addition of the IEP Online Translation Solution, WSIPC will bill Shoreline Public Schools for fees as outlined in Exhibit G.
4. Except to the extent expressly amended hereby, all other terms and conditions of the agreement shall continue in full force and effect.

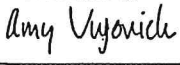
Copy

IN WITNESS WHEREOF, the parties have executed this Amendment I, effective on the date above.


Shoreline Public Schools

WSIPC

Signature:

DocuSigned by:

B0A019B074D54CD...

Signature:

DocuSigned by:

AB8A52B1D9B74E4...

Name:

Amy Vujovich

Name:

Nancy Walsh

Title:

Director of Student Services

Title:

Chief Financial Officer

Date:

8/18/2017

Date:

8/18/2017

**AMENDMENT to
EXHIBIT B
MASTER AGREEMENT PARTICIPATING ENTITY SUBLICENSE**

This amendment to Exhibit B of the Agreement (the "Exhibit B Amendment") is entered into between the Washington State Information Processing Cooperative ("WSIPC"), Public Consulting Group, Inc. (PCG), a Massachusetts corporation with its corporate office located at 148 State Street, 10th Floor, Boston, MA 02108, and its successors and assigns ("PCG"); and Shoreline Public Schools, with offices located at 18560 1st Avenue NE, Shoreline, WA 981552 ("Sub-licensee") and is made effective as of this 21st day of August 2017 ("Effective Date").

WHEREAS, PCG offers IEP Online Translation to its clients, and Sub-licensee wishes to amend the General License Agreement ("License Agreement") to add the IEP Online Translation solution.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises set forth herein, the parties hereto agree as follows:

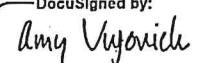
1. The second sentence of Section 1(a) of the License Agreement is hereby amended to add the following additional services (during the Term of the Agreement) at the end of the sentence:
"and PCG's IEP Online Translation."
2. Except to the extent expressly amended hereby, all other terms and conditions of the License Agreement shall continue in full force and effect.
3. This Exhibit B Amendment shall be construed and interpreted in accordance with the laws of the State of Washington without giving effect to its principles of conflict of laws.

Copy

IN WITNESS WHEREOF, WSIPC, PCG and the Sub-licensee have caused this Exhibit B Amendment to the License Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Amendment.

Sub-licensee

Signature:

DocuSigned by:

B0A019BD74D54CD...

Name:

Amy Vujovich

Title:


Director of Student Services

Date:

8/18/2017

WSIPC

Signature:

DocuSigned by:

A88A52B1D9B74E4...

Name:

Nancy Walsh

Title:

Chief Financial Officer

Date:

8/18/2017

Public Consulting Group, Inc.

Signature:

Name:

Michelle Simmons, Ph.D.

Title:

Manager

Date:

**Exhibit G
To
MASTER AGREEMENT**

TO PROVIDE IEP ONLINE TRANSLATION SOLUTION

IEP Online Translation Solution Services and Fees

Solution & Services Description	WSIPC Members with IEP Online	Non-WSIPC Members with IEP Online
One Time System Configuration and Implementation Fee	\$750	\$1,500
Per Page Fee*	\$7/page	\$8/page

*Per Page Fee calculated based on number of pages translated by school district through use of IEP Online Translation. Charges are incurred per unique page of translated documents for students. If a student's document is translated into more than one language, charges will be applied for each language. Below is an example illustrating the charges:

Document Type	Student ID	Pages	Charges (example for WSIPC Member district at \$7/page)
Initial IEP – Unlocked	123	20	22 pages X \$7/page = \$154
Initial IEP – Locked	123	22	
Initial Evaluation – Locked	456	15	15 pages X \$7/page = \$105

Per Page Fee Volume Discount

Upon translating 100,000 pages across all State of Washington IEP Online districts, the Per Page Fee shall drop to \$5/page effective with the next invoice for all WSIPC IEP Online districts, and \$6/page for non-WSIPC IEP Online districts.

Curriculum Associates

Customer Agreement

This Customer Agreement is entered into by and between Shoreline School District 142 (the "District"), with offices at 18560 1st Ave NE, Shoreline, WA 98155 and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Road, North Billerica, MA 01862. The terms of this agreement shall take effect on July 25, 2018 (the "Effective Date").

1. License

Curriculum Associates hereby grants the District a limited, revocable, non-transferable license to access and use its online educational software, i-Ready[®] Diagnostic & Instruction for math and/or reading (the "Product") for which the District has paid the license fees set forth in Section 3 below, and solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement.

2. Term

This Agreement shall take effect on the Effective Date and shall remain in effect until Customer no longer has a validly purchased license to use the Product, unless earlier terminated in accordance with Section 10 hereof.

3. Pricing and Payment.

Pricing for the Product is described in Exhibit A, Price Quote. The District will provide Curriculum Associates a valid Purchase Order within 10 days of signing this Agreement. Curriculum Associates will invoice District based on this Purchase Order, and District will provide payment to Curriculum Associates within thirty (30) days of receipt of invoice.

4. Copyright and Proprietary Rights

The Product and the content contained therein are the sole property of Curriculum Associates and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Product and in the software, text, graphics, design elements, audio, music, and all other materials contained in i-Ready[®] are reserved by Curriculum Associates and its licensors. The District may not use the Product in any manner that infringes the proprietary rights of any person or entity.

5. Data Ownership and Security

In connection with the District's use of the Product, the District will be asked to provide Curriculum Associates with data about the District's students. The District represents and warrants that the District has the right to provide Curriculum Associates with all of the data the District inputs into the Product. As the District's students use the Product, data will be generated about students' usage, performance and progress. Both the information the District inputs and the data generated by students' usage will be referred to in this Agreement as "Customer Data". The District shall own all right, title and interest in and to the Customer Data. However, the District hereby grants Curriculum

Associates a: (a) limited, royalty-free license during the term of this Agreement to use the Customer Data to host and make access to the Product available to the District and otherwise fulfill its obligations under this Agreement; and (b) a perpetual, royalty-free license to use De-identified Data (as hereinafter defined) for product development, research and other purposes consistent with FERPA. For purposes of this Agreement, "De-identified Data" means data generated by the usage of i-Ready® from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students. All Customer Data held by Curriculum Associates will be made available to the District upon the District's written request.

Curriculum Associates takes the protection of Customer Data, particularly personally-identifiable Customer Data, very seriously. Curriculum Associates will not reveal student names, identifiers, or individual assessment results to any third parties. Curriculum Associates will not use any Customer Data to advertise or market to students or parents. Curriculum Associates will not change how Customer Data is use or shared under the terms of this Agreement without the prior written consent of the District. For a full description of the security measures that Curriculum Associates takes, please review Curriculum Associates' data handling policy, which can be found at http://i-ready.com/support/iReady_DataHandlingPolicy.pdf.

6. Access to the Product

The District's authorized users will need valid usernames and passwords to access the Product. The District is responsible for the integrity and security of these usernames and passwords. The District will advise Curriculum Associates immediately if any of the District's usernames and/or passwords have been compromised. Curriculum Associates will use commercially reasonable efforts to make the Product available to the District 24 hours a day, except for: (a) planned downtime, of which Curriculum Associates will give the District reasonable notice where possible, and which Curriculum Associates shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond Curriculum Associates' reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

7. Limitations of Use

The District shall not; nor permit any of its authorized users to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or algorithms underlying the Product; (b) modify, copy, translate, or create derivative works based on the Product or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Product; (d) use the Product for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within the District's organization; or (e) remove any proprietary notices from the Product.

The District may not reproduce, upload, post, transmit, download or distribute any part of the Product content or information, or information accessed at other sites through links made from the Product, other than printing out or downloading portions of the text and images for use in connection with the work of the District's organization. If the District's users leave the Product via a link to a third party site, Curriculum Associates is in no way responsible for that third party site, and the District's use of that third party site will be governed by that site's terms of use, not this Agreement.

The District must use the Product in compliance with all applicable laws, rules and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

8. Services

If the Price Quote includes the provision of professional development and/or training services (the "Services"), Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards.

9. Limitation of Warranties and Liability

EXCEPT AS SET FORTH IN THIS AGREEMENT, CURRICULUM ASSOCIATES MAKES NO WARRANTIES WITH RESPECT TO THE PRODUCT OR THE SERVICES. CURRICULUM ASSOCIATES DOES NOT WARRANT THAT THE PRODUCT OR SERVICES WILL MEET ALL OF THE DISTRICT'S REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CURRICULUM ASSOCIATES EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CURRICULUM ASSOCIATES SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

IN NO EVENT SHALL CURRICULUM ASSOCIATES OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CURRICULUM ASSOCIATES TO THE DISTRICT EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY THE DISTRICT TO CURRICULUM ASSOCIATES FOR ACCESS TO THE PRODUCT.

10. Termination

Curriculum Associates reserves the right to terminate this Agreement at any time during the Term if the District does not comply with the terms of this Agreement. In addition, Curriculum Associates may terminate this Agreement, effective immediately upon written notice, for non-payment by the District.

11. Notice

Any notices pertaining to this agreement will be in writing and will be deemed delivered upon receipt to:

Curriculum Associates, LLC
153 Rangeway Road
North Billerica, MA 01862
Attention: Jill Bradford, Vice-President, General Counsel
jbradford@cainc.com

Shoreline School District 412
18560 1st Ave NE
Shoreline, WA 98155
Attention: Michael Power
Michael.power@shorelineschools.org

Notices may be provided by electronic mail.

12. Choice of Law and Jurisdiction

This Agreement and all of the rights and obligations of the parties shall be governed by the Laws and Courts of the State of Washington. Any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by a court of competent jurisdiction in the State of Washington.

13. Entire Agreement


This document and all exhibits, attachments and subsequent District purchase orders, represent the full and entire agreement between the parties. This Agreement may be modified only by written amendment executed and approved by appropriate parties. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

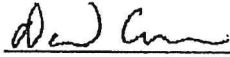
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The parties hereby agree to be bound by the terms and conditions of this Customer Agreement.

Shoreline School District 412

Curriculum Associates, LLC





Name: Director of Finance & Business
Title: Mark C Spangenberg *Service*

Name: David Caron
Title: Chief Financial Officer

7/31/18

EXHIBIT A

Curriculum Associates[®] LLC

153 Rangeway Rd • N. Billerica, MA 01862-2013
 Phone: 800-225-0248 • Fax: 800-366-1158
 Email: orders@calnc.com

Prepared For
 Michael Power
 Shoreline School District 412
 18560 1st Ave Ne
 Shoreline, WA 98155

michael.power@shorelineschools.org

Price Quote

Quote Date: 7/9/2018 • Valid for 90 Days
 Quote ID: 145851.6

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total (min: \$12.99)
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

CA Representative

Christopher Shler
 206-755-0021
 cshler@calnc.com
 Created by: TERRI MICHAUD
 Modified by: CHRISTOPHER SHIER

Please submit this quote with your purchase order.

Item #	Product Name	Qty	Retail Price	Unit Price	Total
RS13086.0	I-Ready Diagnostic Math Per Student License 1 Year	5933	\$6.00	\$5.40	\$32,038.20
RS14928.0	I-Ready Diagnostic Math Per Student License Grades 9-12 1 Year	2937	\$6.00	\$5.40	\$15,859.80
RS19990.0	I-Ready Diagnostic Prof Dev On Site Add on Leadership Session (Up to 3 hrs)	1	\$0.00	\$0.00	\$0.00
RS20022.0	I-Ready Diagnostic Prof Dev On Site Getting Started Session (up to 6 hrs)	4	\$2,000.00	\$1,500.00	\$6,000.00
RS20026.0	I-Ready Diagnostic Prof Dev On Site Tailored Support Session (up to 6 hrs)	11	\$2,000.00	\$1,500.00	\$16,500.00
RS20023.0	I-Ready Diagnostic Prof Dev On Site Understanding Data Session (up to 6 hrs)	11	\$2,000.00	\$1,500.00	\$16,500.00
RS13088.0	I-Ready Diagnostic Reading Per Student License 1 Year	3995	\$6.00	\$5.40	\$21,573.00

Copy

Special Notes All I-Ready purchases require professional development.	Merchandise Total	\$108,471.00
	Voucher/Credit	\$0.00
	Estimated Tax	\$6,947.15
	Estimated shipping to US 98155:	\$0.00
	Merchandise Savings	\$20,719.00
	Total	\$115,418.15

Curriculum Associates[®] LLC

Placing an Order

Please attach quote to all signed purchase orders.

- 1) Email: orders@cainc.com
- 2) Fax: 1-800-366-1158
- 3) Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit www.curriculumassociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows.

Order amount	Percentage of Order
\$999.99 and less	12% with \$12.99 minimum freight charge
\$1,000 to \$4,999.99	10%
\$5,000 to \$99,999.99	8%
\$100,000 and more	6%

Please contact local CA Representative, customer service (1-800-225-0248), or <http://www.curriculumassociates.com/> for expedited shipping rates.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows.

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready[®]

Customer's use of i-Ready[®] shall be subject to the i-Ready Terms and Conditions of Use, which can be found at <http://www.i-ready.com/support/>.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready[®] and BRIGANCE[®] Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready licenses[®], individually sold Teacher Toolbox access packs, materials that have been used and/or are not in "saleable condition," and individual components of kits including but not limited to BRIGANCE[®] Kits.

For more information about the return policy, please visit <http://www.curriculumassociates.com/help/default.aspx?topic=188>.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00024930**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (the "**Agreement**"), is made as of this **May 29, 2019** ("**Effective Date**"), by and between **Shoreline School District 412** ("**Client**") and the **College Board** (the "**College Board**").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "**Deliverables**") in accordance with the applicable schedules, which outline the Deliverables hereunder ("**Schedule**"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of July 01, 2019 and, unless sooner terminated as provided herein, will expire on June 30, 2020 ("**Initial Term**"). Client may renew this Agreement in twelve (12) month increments ("**Renewal Term**"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "**Term**." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the services and deliverables furnished during the 2019-2020 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, each party agrees to indemnify, hold harmless from and against any and all liabilities, demands, claims, damages, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement provided; however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the negligence or willful misconduct of the College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Washington without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Washington State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Michael Power Alison MacGregor Farnes
Director of Assessment
Shoreline School District 412
18560 1st Avenue Northeast
Shoreline, WA 98155-2148
Tel: (206) 393-4771
Email:
michael.power@shorelineschools.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration

of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for services and deliverables received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall override any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00024930

SHORELINE SCHOOL DISTRICT 412

COLLEGE BOARD

Mark L Spangenberg
Signature

DocuSigned by:
Jane Dapkus
Signature

Mark L Spangenberg
Name

Jane Dapkus
Name

Director of Finance & Business Services
Title

Vice President, SAT & PSAT Mgmt
Title

5/30/19
Date

06/06/2019
Date

Copy



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

The College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT^{®1} assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. The College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ("Participating Grade"). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. DELIVERABLES

The College Board shall furnish the PSAT/NMSQT and the following deliverables and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. **School and Student Deliverables:**
 - a. PSAT/NMSQT test materials (student guides and test booklets).
 - b. Student Paper Score Report (one copy sent to school).
 - c. Student Online Score Report, delivered via the College Board website.
 - d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
 - e. School online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
 - f. School online access to AP Potential[™].
 - g. SAT Suite of Assessments Educator Guide (one copy sent to each school).
 - h. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
2. **Client Deliverables:**
 - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
 - b. Client online access to AP Potential.
3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.
4. **Required Information.** Client shall furnish the College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation For Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables). Changes to the list of Participating Schools cannot be made after September 6, 2019. Schools without a valid six-digit College Board school code should apply for their school code at least six weeks prior to the PSAT/NMSQT order deadline.

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule, and students in Participating Schools that incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in words furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule as outlined in Section II (Deliverables).

¹ PSAT/NMSQT is a registered trademark jointly owned by the College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.
2. **PSAT/NMSQT Student Reports.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.
3. **Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Schedule, is confidential ('Confidential Information'), and except as otherwise expressly provided in this Schedule and to the extent permitted by law, neither party will authorize or permit the other party's Confidential Information to be disclosed to any third party, provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order.
4. **PSAT/NMSQT Assessment Administration.** The exam shall be administered on October 16, 2019. The alternate exam administration is on October 30, 2019. Client shall comply with the published security and administration guidelines set forth in the PSAT/NMSQT Coordinator Manual.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Shorecrest High School	481163
Shorewood High School	481166

V. FEE CALCULATION FOR SERVICE AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), the official Free and Reduced Price Lunch (FRPL) percentage of Client, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on the Client requiring 100% of their schools² to participate under this Agreement. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule the fee calculation represents a greater discount. Please see the table below for specifics: For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

FRPL Percentage	PSAT/NMSQT and one other Suite assessment	PSAT/NMSQT and one other Suite assessment OR PSAT/NMSQT and more than one grade tested
≥ 0% and < 50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

² The College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide the College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than October 31, 2019.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the full test fee of \$17.00 per student.

3. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a school is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

Copy

**SAT SCHOOL DAY PROGRAM
FIXED FEE SCHEDULE****I. BACKGROUND**

The College Board will support Client in administering the SAT exam during a school day. Under this Schedule, 'SAT' will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. The scope of services encompasses a Client-sponsored SAT School Day administration and delivery of SAT data and reports through our online data portal (the 'Program'). The College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the SAT. Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. DELIVERABLES

The College Board shall furnish the following SAT School Day deliverables and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. **School and Student Deliverables:**
 - a. SAT test materials (test booklets)
 - b. Student Online Score Report, delivered via the College Board website
 - c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance. In addition, if Client is administering digital testing, Client will have access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
 - d. If Client is administering digital testing ('Digital Testing'), school will receive online access to the digital testing platform and download applications.
 - e. School online access to individual student score reports and aggregate score reports, and downloadable student data file.
 - f. Materials to support test administration (copies sent to schools).
 - g. If Client is administering Digital Testing, SAT SD Digital Testing Coordinator Manual (copies sent to schools based on their district's bulk registration file; one per 10 students registered).
2. **Client Deliverables:**
 - a. Client online access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via the College Board website.
3. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

4. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to the College Board's standard eligibility and administration procedures. Participants must apply for accommodations under the College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/students-with-disabilities>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by the College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
5. **Required Information.** Client shall furnish the College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as



prescribed in Section V (Fee Calculation for Service and Deliverables); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code at least six weeks prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
March 4, 2020	January 31, 2020

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

6. **Training of Designated Personnel at the Participating Schools.** The College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and must be completed two weeks before the test administration date.

Designated SAT School Day Coordinators are required to adhere to all of the College Board's procedures, policies, and protocols related to test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

7. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students at least one week before test administration date.
8. **SAT School Day Customer Service for Educators:** The College Board will provide Client with telephone customer service support for educators. Specifically the College Board will provide:
- Step-by-step assistance with College Board online tools (SSD System)
 - Assistance with completing required forms (AI Request Form)
 - Assistance with obtaining additional materials (Publications)
 - Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Agreement are at all times owned by the College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that the College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** The College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of the College Board.

For the April 14, 2020 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from the College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. **SAT Test Dates and Participating Grade.** Client has agreed to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 04, 2020	April 14, 2020

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 28, 2020 Primary Test Date.

4. **Administering the SAT.** The SAT will be administered under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by the College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by the SAT Program. For Digital Testing, Client shall also comply with the guidelines as published in the SAT School Day Digital Testing Coordinator Manual, SAT School Day Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.
5. **Digital Testing Requirements (if Client is administering Digital Testing):**
 - a. The SAT School Day Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
 - b. The SAT School Day Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the test in each testing room, and school-owned devices for each test-taking student with the College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet the College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.



- **Supported Web Browsers by Operating System:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
- **Network Configuration:** Review this webpage, <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the digital testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
 - d. Bulk Registration is required for schools electing Digital Testing.
6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. The College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.
 7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Shorecrest High School	481163	SAT School Day: March 4, 2020
Shorewood High School	481166	SAT School Day: March 4, 2020

V. FEE CALCULATION FOR SERVICES AND DELIVERABLES

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ("Budget Schedule"), and the official Free and Reduced Price Lunch (FRPL) percentage of Client. If, during the term covered by this Schedule, the College Board is furnishing other assessments to Client (under separate agreements), or if multiple grades are being tested under this Schedule, the fee calculation for testing under this Schedule represents a greater discount. Please see the table below for specifics. For purposes of Suite pricing under this Schedule, the PSAT/NMSQT and PSAT 10 are considered one assessment.

Enrollment and Reduced Price Lunch (FRPL) Percentage	SAT with Computer Science		SAT with Essay and other Suite Assessment (PSAT and more than one grade tested)	
	SAT with Essay	SAT Without Essay	SAT With Essay	SAT Without Essay
≥0% and <50%	\$42.00	\$32.50	\$45.50	\$35.50
≥50% and <75%	\$38.00	\$29.50	\$43.50	\$34.50
≥75%	\$34.00	\$26.50	\$41.50	\$32.50

Client will be charged a fixed fee based on enrollment, regardless of how many students actually take the SAT. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust enrollment as follows:

Administration Date	Deadline to submit updated enrollment
March 4, 2020	January 31, 2020



2. **Changes to Enrollment.** If Client determines, after signing this Schedule, that the enrollment figures provided herein are incorrect by more than 5% (higher or lower), Client must promptly provide the College Board with the adjusted enrollment figures, and identify how and where the College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281, as noted above.

Notwithstanding the foregoing, after the administration of the exam, the College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, the College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to the College Board for any additional students at the then-current rate per student as indicated on the College Board's website currently located at <https://collegeboard.org/sat/register/>. The College Board will cooperate with Client regarding the time to remit payment for such fees.

3. **Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.
4. **Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their test books ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

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VI. CLIENT CONTACT INFORMATION

	Primary ³	Data Recipient ⁴	Billing ⁵	Bulk Registration (optional) ⁶
Name:	Michael Power *	Michael Power *	Kathie Martin Maria Yasui	Michael Power *
Title:	Director of Assessment	Director of Assessment		Director of Assessment
Address:	18560 1st Avenue Northeast	18560 1st Avenue Northeast	18560 1st Avenue Northeast	18560 1st Avenue Northeast
City/State/Zip:	Shoreline, WA 98155-2148	Shoreline, WA 98155- 2148	Shoreline, WA 98155-2148	Shoreline, WA 98155-2148
Phone:	(206) 393-4771	(206) 393-4771	(206) 393-4771	(206) 393-4771
Email:	michael.power@shorelineschools.org	michael.power@shorelineschools.org	kathie.martin@shorelineschools.org	michael.power@shorelineschools.org

maria.yasui@

* Allison MacGregor Farnes

shorelineschools.org

mcf

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³ This is the person to whom the College Board should direct primary communications.

⁴ This is the person to whom The College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁵ This is the person to whom the College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁶ This is the person to whom the College Board should send the bulk registration information and access code for uploading the electronic file for processing.

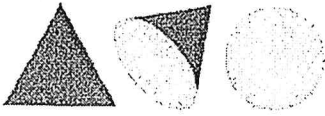


Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Fixed-Fee With Essay - 11th Grade	July 1, 2019	June 30, 2020	765	\$64.50	\$49,342.50	\$14,535.00	\$34,807.50
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2019	June 30, 2020	831	\$17.00	\$14,127.00	\$2,493.00	\$11,634.00

Subtotal: \$63,469.50
Total Discount: \$17,028.00
Total Cost: \$46,441.50

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Houghton Mifflin Harcourt

Proposal
Prepared For

Shoreline School District 412

For the Purchase of:

Reading Inventory Hosting Renewal

Prepared By
Mary Clare Senese
maryclare.senese@hmhco.com

PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.

Copy



Houghton Mifflin Harcourt

Attention:
Michael Power
michael.power@shoreschools.org
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hmhco.com

**Shoreline School District 412
Reading Inventory Hosting Renewal**

ISBN	Title	Price	Quantity	Value of all Materials
<u>HMH Hosting Service, price per year</u>				
Hosting Services				
6001406 9780545123082	Reading Inventory Annual Hosting Service	\$4.00	4,400	\$17,600.00
<i>Renewal Dates: 6/28/2019-6/27/2020</i>				
Total for Hosting Services				\$17,600.00
Total for HMH Hosting Service, price per year				\$17,600.00

Renewal Dates: 6/28/2019-6/27/2020

Proposal Summary	
<i>Subtotal Purchase Amount:</i>	\$17,600.00
<i>Shipping & Handling (10.50%):</i>	\$0.00
Total Cost of Proposal (PO Amount):	\$17,600.00
Please add proper sales tax to your order	

Copy



Houghton Mifflin Harcourt

Attention:
Michael Power
michael.power@shoreschools.org
HMH Confidential and Proprietary

Intervention Solutions Group
255 38th St. Suite L
St. Charles, IL 60174
FAX: 800-724-4716
InterventionSolutionsOrders@hnhco.com

Shoreline School District 412 Reading Inventory Hosting Renewal

Total Cost of Proposal (PO Amount): \$ 17,600.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development

- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:
 Shoreline School District 412
 18560 1St Ave NE
 Shoreline WA 98155-2148

Sold to:
 Shoreline School District 412
 18560 1St Ave NE
 Shoreline WA 98155-2148

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Our standard shipping terms are FOB Shipping Point. The shipping term for your proposal is FOB Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 3/4/2019

Proposal Expiration Date:4/18/2019



Houghton Mifflin Harcourt



Houghton Mifflin Harcourt

Attention:
 Michael Power
 michael.power@shoreschools.org
 HMH Confidential and Proprietary

Intervention Solutions Group
 255 38th St. Suite L
 St. Charles, IL 60174
 FAX: 800-724-4716
 InterventionSolutionsOrders@hnhco.com



canvas
BY INSTRUCTURE

*File under
"Instructure"*

*Company is registered
in Washington state.*

Master Subscription Services Agreement 2-6-16

This agreement is between Instructure, Inc., a Delaware corporation (Instructure), and the entity or individual agreeing to these terms and identified in the signature line below (Customer). It is effective as of the date of the last signature set forth below.

LEARNING MANAGEMENT SYSTEM SOFTWARE SERVICE. With a signed order, Instructure will provide its learning management system software as a service through a URL within a hosted server environment under the terms below (Service). This agreement contemplates one or more orders for the Service, which are governed by the terms of this agreement. User means a participant, instructor, or administrator of Customer's organization, who is authorized by Customer to use the Service (and Customer has paid for this use) with login credentials.

(1) USE OF SERVICE.

- a). **Customer Owned Content.** All information, data, results, plans, sketches, texts, files, links, images, photos, videos, audio files, notes, or other materials uploaded under Customer's User accounts in the Service remain the sole property of Customer, as between Instructure and Customer (Customer Content). Customer grants Instructure the worldwide, royalty-free right to use, publicly display, and distribute the Customer Content solely for purposes of performing its obligations under this agreement and providing and improving the Services. During the term of this agreement and for 3 months after expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service. Instructure has no obligation to store the Customer Content 3 months after expiration or termination.
- b). **API Access.** Instructure provides access to its application-programming interface (API) as part of the Service for no additional fee. Subject to the other terms of this agreement, Instructure grants Customer a non-exclusive, nontransferable, revocable license to operate the API only for purposes of interfacing Customer's technology applications or services with the Service as allowed by the API's technical limitations and in accordance with the API Policy, as may be updated by Instructure from time to time. The Instructure API Policy is located at <http://www.canvaslms.com/policies/api-policy>
- c). **Customer Responsibilities.** Customer (i) is solely responsible for Customer Content and all activities arising from its User accounts in the Service, (ii) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access, and (iii) may use the Service only in accordance with applicable law and regulation.
- d). **Customer Restrictions.** Customer may not, and will use reasonable means to ensure that each User does not,
- i. sell, resell, rent, or lease the Service or API;
 - ii. reverse engineer the Service or the API;
 - iii. remove or modify any proprietary marking or restrictive legends in the Service;
 - iv. use the Service to store or transmit infringing, unsolicited marketing emails, libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, or otherwise objectionable (except as necessary for Customer's instructional purposes, but in all cases in compliance with applicable law and regulation), unlawful or tortious material, or any other material in violation of a third-party right;
 - v. use the Service to harm or impersonate any person, or for any commercial purpose (including accessing the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes);
 - vi. interfere with or disrupt the integrity or performance of the Service; or
 - vii. attempt to gain unauthorized access to the Service or their related systems or networks.
- e). **Customer Support.** Instructure must provide customer support for the Service under the terms of Instructure's Customer Support (Support), which are located at <http://www.canvaslms.com/policies/support-terms>.

(2) PAYMENT TERMS.

Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. Customer is responsible for the payment of all sales, use, VAT and other similar taxes. All orders are non-cancelable and the fees are non-refundable (except as expressly provided below).

(3) WARRANTY/SERVICE LEVEL AGREEMENT AND REMEDY.

- a). **Compliance with Laws.** Each party represents and warrants to the other party that it will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this agreement. Instructure will implement reasonable and typical administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Confidential Information (defined below) and data. Instructure agrees to only use or disclose personal information records created or received from, by, or on behalf of Customer or its Users for the purposes of (a) providing and improving the Services and in accordance with the Instructure Privacy Policy, except that Instructure may create, use, and disclose de-identified and aggregated data based upon personal information records for its own purposes, (b) as



permitted by this agreement, (c) as required by law or regulation, or (d) as authorized by Customer in writing. Notwithstanding the foregoing, Instructure may access, preserve, and disclose User's registration and any other information if required to do so based on Instructure's good faith belief that such access, preservation, or disclosure is necessary to: (i) enforce this agreement; (ii) respond to claims of a violation of the rights of third parties, whether or not the third party is a User, individual, or government agency; (iii) respond to customer service inquiries; or (iv) protect the rights, property, or personal safety of Instructure, other users or the public.

- b). **Service Availability Warranty.** Instructure warrants to Customer, (i) that commercially reasonable efforts will be made to maintain the online availability of the Service for a minimum availability in a trailing 365-day period as provided below (excluding scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User), (ii) the functionality or features of the Service may change but will not materially degrade during the Term, and (iii) that Support may change but will not materially degrade during the Term.

Annual Availability Warranty: 99.9% availability percentage

- If Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer's use of the Service will be deemed to have had 100% availability.
- Any unavailability occurring prior to a successful credit claim cannot be used for any future claims.

A Customer is eligible for a service credit if the annual availability percentage drops below 99.9% for the preceding 365 days from the date of a service credit claim. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. This service credit is calculated by taking the number of hours that the Service was unavailable below the warranty, and multiplying it by 3% of 1/12 the annual subscription fee. Customer's sole and exclusive remedy for breach of the warranty in this Section 3(b)(i) will be for Instructure to provide a credit as provided above; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.

- c). **Third Party Links/Service Disclaimer.** The Service may link to third party web sites (including without limitation, links provided by Users of the Service) or allow access to third-party services (including without limitation, turnitin.com and Google docs). Such sites and services are not under the control of Instructure, and Instructure is not responsible for the content or any link on such sites or for the temporary or permanent unavailability of such third party sites or services.
- d). **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, INSTRUCTURE DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE.

(4) MUTUAL CONFIDENTIALITY.

- a). **Definition of Confidential Information.** Confidential Information means all confidential information disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information).
- b). **Protection of Confidential Information.** The Recipient will protect the Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care). The Recipient shall not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement.
- c). **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. Notwithstanding any of the foregoing, the Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

(5) PROPRIETARY RIGHTS.

- a). **Reservation of Rights by Instructure.** The software, workflow processes, user interface, designs, know-how, API information, third party technology and other technologies provided by Instructure as part of the Service are the proprietary property of Instructure and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Instructure and its licensors. Instructure reserves all rights unless expressly granted in this agreement.

- b). **Feedback.** Instructure may contact each User (no more than once each year) for the *sole purpose* of seeking feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

(6) EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY.

- a). **EXCLUSION OF CERTAIN DAMAGES.** INSTRUCTURE AND ITS SUPPLIERS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF INSTRUCTURE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.
- b). **LIMITATION OF LIABILITY.** EXCEPT FOR INSTRUCTURE'S INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS IN SECTION 9, INSTRUCTURE'S MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT.

(7) TERM, TERMINATION, AND SUSPENSION OF SERVICE.

- a). **Term.** This agreement continues for the duration specified on the order (Term).
- b). **Mutual Termination for Material Breach.** If either party is in material breach of this agreement (including without limitation non-payment of any amounts owed Instructure), the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.
- c). **Return or Destroy Upon Termination.** Upon termination or expiration of this agreement for any reason, Customer must pay Instructure all amounts owed, and destroy or return all property of Instructure. Customer will confirm this destruction or return requirement in writing upon request of Instructure.
- d). **Suspension of Service and Removal of Customer Content for Violations of Law or Policy.** Instructure may immediately suspend the Service and remove applicable Customer Content if it in good faith believes that, as part of using the Service, Customer and/or its Users may have violated a law or a restriction in this agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

(8) GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Utah, without regard to conflict of law principles. Any dispute arising out of or related to this agreement may only be brought in the state and federal courts for Salt Lake County, UT. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. The Convention on Contracts for the International Sale of Goods does not apply to this agreement.

(9) INFRINGEMENT INDEMNITY.

By Instructure. If a third-party claims that the Service (other than related to any Customer Content) infringes that party's U.S patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer:

- i. promptly notifies Instructure in writing of the claim; and
- ii. allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement.

If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 9(a) does not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure.



By Customer. If a third-party makes a claim against Instructure that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure:

- i. promptly notifies Customer in writing of the claim; and
- ii. allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

(10) MISCELLANEOUS OTHER TERMS.

- a). **Money Damages Insufficient.** Each party acknowledges and agrees that any threatened or actual breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party for which monetary damages would be an inadequate remedy. In such case, the other party may seek a court order, without the requirement of posting bond, to stop any breach or avoid any future breach.
- b). **Entire Agreement and Changes.** This agreement and the corresponding orders constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this agreement is effective unless both parties sign it.
- c). **Publicity.** Customer agrees to act as a reference account that will, upon Instructure's reasonable request, provide Service-related comments to the press, potential investors, and current or prospective customers and participate in Service-related case studies. Customer agrees to issue joint press releases with Instructure regarding the Service, *as approved by Instructure*. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.
- d). **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party.
- e). **Independent Contractors.** The parties are independent contractors with respect to each other.
- f). **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- g). **No Additional Terms.** Instructure rejects additional or conflicting terms of any Customer form-purchasing document.
- h). **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.
- i). **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 4, 5, 6, and 9).
- j). **Notices.** For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account.
- k). **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party.

Copy

Shoreline School District 412
 (Customer)
 Signature Sharon Suver-Jones
 Name Sharon Suver-Jones
 Title Business Manager
 Date 2-8-16
 Address 18560 1st Ave NE
Shoreline, WA 98155

Instructure, Inc.
 Signature see attached
 Name _____
 Title _____
 Date _____
 6330 South 3000 East, Suite 700
 Salt Lake City, UT 84121

Signature Jim Golubich
 Name Jim Golubich, Director of Technology

INSTRUCTURE

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Services Order Form

Order #: Q-08735-2
Date: 2/1/2016

Customer Information

Customer	Shoreline School District	Contact	Jim Golubich
Address	18560 1st Ave Ne	Phone	(206) 393-4410
City	Shoreline	Email	jim.golubich@shoreschools.org
State/Province	Washington	Billing Contact	
Zip/Postal Code	98155	Billing Phone	
Country	United States	Billing Email	

Non-Recurring							
Description	Matrix	Category	Start Date	End Date	Qty	Price	Ext. Price
Canvas Pilot	User	Pilot	1/1/2016	6/30/2016	400	USD 5,000.00	USD 5,000
Year 1 Sub Total							USD 5,000
Non-Recurring Total							USD 5,000

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Grand Total: USD 5,000.00

Canvas Deliverables
Two-hour remote webinar on administering Canvas, for LMS administrators.
One-hour remote webinar on support functions in Canvas, for local support staff.
Two-hour remote webinar on teaching in Canvas, for teachers and instructional designers.
For school administrators. One-hour webinar on Canvas features and benefits.
Expertise and best practices on any SIS import and automation work with Canvas. This includes access to API documentation and consulting with client resources on the client initiated strategy.
Assistance in configuring and testing authentication integration for currently supported technologies including LDAP, SAML, and CAS. Instructure will take a consultant role on the effort and guide client resources to complete the integration.
Branding for Canvas including application of a color scheme and logos for the top navigation and login page.
Access to guides, public courses, and best practices documentation. Documented best practices for driving high Canvas adoption and usage.

Payment Terms: Customer agrees to pay to Instructure the applicable fees set forth on this order form. For any year 1 recurring costs and implementation fees, Customer must pay such amount to Instructure Net 30 on the date of this order. For each term, Instructure will invoice Customer 30 days prior to the beginning of such term and Customer must pay such invoice within 30 days of receipt. All trainings are invoiced immediately and expire 12 months from the contract date. All other contract items subject to expiration will be billed 30 days prior to expiration and due subject to standard payment terms unless otherwise explicitly stated elsewhere in this agreement.

Duration: This order begins on the initial date listed above under Term, and continues until the last date listed above, unless sooner terminated under the Agreement.

Miscellaneous: In connection with certain services, Instructure shall provide Customer access to its application-programming interface ("API") for no additional fee. Usage and access to the API will be subject to the Instructure API Policy, as may be updated by Instructure from time to time.

Instructure's support terms can be found at:
Canvas & Catalog: <http://www.canvaslms.com/policies/support-terms>
Bridge: <https://www.getbridge.com/support-terms>

The price associated with the order form is only available if executed no later than 3/13/2016

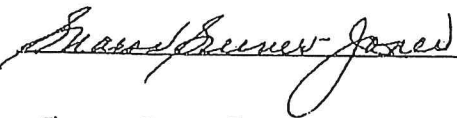
Notes

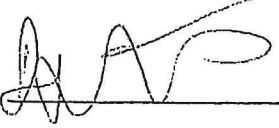
This order form supersedes the previous order form signed 1/5/2016

By executing this order form below, each party indicates that it agrees to be legally bound by this order form, including the attached terms and conditions of terms and conditions of the Customer's initial order form which govern this order form.

Shoreline School District

Instructure, Inc.

Signature:	
Name:	Sharon Sver-Jones
Title:	Business Manager
Date:	2-8-16

Signature:	
Name:	Robert Matthews
Title:	Pricing Manager
Date:	2/10/16

IT Dept: 

Name: Jim Golubich, Director of Technology
2-8-16

Instructure Standard Terms and Conditions

This document outlines the standard contractual terms and conditions (“Terms”) that apply to the provision of any products or Services by Instructure, Inc. (“Instructure”) to the entity identified on the Order Form (“Customer”). These terms are incorporated into the Order Form and together, the Order Form and these Terms are the “Agreement.” An “Order Form” means any order for the provision of products or services signed by Customer.

1. **Services.** Subject to the terms of this Agreement, Instructure will provide the Service specified on the Order Form. “Service” means the proprietary software as a service provided by Instructure and made available through a URL in a hosted environment and other related services provided by Instructure as further described in the Order Form. “User” means an individual who is authorized by the Customer to use the Service and Customer has paid for such use.
2. **Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, rent, lease, lend, sublicense, distribute, or otherwise transfer or provide access to the Service or the API to any person, firm, or entity except as expressly authorized herein, or access the Service to build a competitive service or product, or copy any feature, function or graphic for competitive purposes; (b) modify, adapt, alter or create derivative works from the Service or the API or to merge the Service or any subpart thereof (including proprietary markings) with other services or software, or remove or modify any proprietary markings or restrictive legends in the Service, except as provided in this Agreement; (c) use the Service to: (i) store, transmit or create libelous, obscene, deceptive, defamatory, pornographic, racist, sexual, hateful, unlawful, tortious materials or otherwise objectionable (except as necessary for Customer’s instructional purposes, but in all cases in compliance with applicable law and regulation), or (ii) harm or impersonate any person or violate the rights of any third-party rights; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain unauthorized access to the Service or its related systems or networks; or (f) introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Service.
3. **Customer Responsibilities.** Customer: (a) is solely responsible for Customer Content and all activities arising from its Users, and (b) must keep its passwords secure and confidential, and notify Instructure promptly of any known or suspected unauthorized access to the Service.
4. **Instructure Responsibilities.** Instructure shall provide: (a) all updates and upgrades to the Service to Customer that Instructure provides to its customers generally for no additional charge; and (b) Support (“Support”) pursuant to the terms of Instructure’s customer support, which is specified at <http://www.canvaslms.com/policies/support-terms>.
5. **Fees.** As consideration for the subscription to the Service, Customer shall pay all fees (“Fees”) set forth in the Order Form. All Fees will be due from Customer within thirty (30) days of receipt of invoice, unless otherwise agreed to in the Order Form. All Fees owed by Customer are exclusive of, and Customer shall pay, all sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Except as set forth in this Agreement, all fees are non-refundable.
6. **Service Level Agreement.** Instructure will use commercially reasonable efforts to make the Service available with an Annual Uptime Percentage of at least 99.9% (“Service Commitment”). In the event Instructure does not meet the Service Commitment, Customer will be eligible to receive a service credit as described below. The maximum amount of the credit is 1/12 of the annual subscription fee for a twelve (12) month period. The service credit is calculated by taking the number of hours the Service was unavailable below the Service Commitment, and multiplying it by 3% of 1/12 the annual subscription fee. If the Customer has been using the Service for less than 365 days, the preceding 365 days will be used, but any days prior to Customer’s use of the Service will be deemed to have had 100% availability. Any unavailability occurring prior to a credit cannot be used for any future claims. The Service Commitment does not apply to any scheduled outages, standard maintenance windows, force majeure, and outages that result from any technology issue originating from Customer or a User. Customer’s sole and exclusive remedy for breach of the warranty in this Section 6 will be for Instructure to provide a credit as provided in this Section 6; provided that Customer notifies Instructure in writing of such claim within the applicable month Customer becomes eligible or 30 days after.
7. **Representations and Warranties.** Instructure warrants that: (a) the functionality or features of the Service and Support may change but will not materially degrade during the Term, and (b) the Services will conform to its then current documentation. As Customer’s exclusive remedy and Instructure’s sole liability for breach of the warranty set forth in this Section 7, (a) Instructure shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Instructure is unable to correct such deficiencies after good-faith efforts, Instructure shall refund Customer amounts paid that are attributable to the defective Service from the date Instructure received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Instructure, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

8. **Compliance.** Each party will comply with all applicable laws and regulations (including all applicable export control laws and restrictions) with respect to its activities under this Agreement. Instructure will implement reasonable, administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content.
9. **Aggregated Data.** As between the parties, Instructure owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Instructure from utilizing the Aggregated Data, provided that Instructure's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service.
10. **Limitation of Liability.** EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 6 & 7, INSTRUMENT DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. INSTRUMENT DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR BE ERROR-FREE. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICES (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OF DATA, RECORDS OR INFORMATION, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES. EXCEPT FOR A PARTY'S INDEMNITY OBLIGATIONS IN SECTION 18, EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE PRECEDING 12 MONTHS UNDER THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT INSTRUMENT IS NOT RESPONSIBLE FOR THIRD-PARTY SERVICES MADE AVAILABLE THROUGH THE SERVICE.
11. **Confidentiality.** Each party acknowledges that the other party may disclose its Confidential Information to the other in the performance of this Agreement. Accordingly, each party shall: (a) keep the Confidential Information disclosed by the other party confidential, (b) use Confidential Information only for purposes of fulfilling its obligations hereunder, and (c) disclose such Confidential Information only to the receiving party's employees who have a need to know and only for the purposes of fulfilling this Agreement. As used herein, "Confidential Information" means information in the possession or under the control of a party of a proprietary nature relating to the technical, marketing, product and/or business affairs or proprietary and trade secret information of that party in oral, graphic, written, electronic or machine-readable form. Confidential Information shall not include information that: (a) the receiving party possesses prior to acquiring it from the other, (b) becomes available to the public or trade through no violation by the receiving party of this paragraph, (c) is given to the receiving party by a third party not under a confidentiality obligation to the disclosing party, (d) is developed by the receiving party independently of and without reliance on confidential or proprietary information provided by the disclosing party, or (e) the receiving party is advised by counsel is required to be disclosed by law.
12. **Proprietary Rights.** As between Customer and Instructure, the Instructure Intellectual Property is, and shall at all times remain, the sole and exclusive property of Instructure. Customer shall have no right to use, copy, distribute or create derivative works of the Instructure Intellectual Property except as expressly provided herein. Instructure shall have the right, in its sole discretion, to modify the Instructure Intellectual Property. "Instructure Intellectual Property" means the Service, and all improvements, changes, enhancements and components thereof, and all other proprietary materials of Instructure and/or its licensors that are delivered, provided or used by Instructure in the course of performing the Services, as well as all other intellectual property owned by Instructure and all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats and know-how, as well as and any underlying source code and object code related thereto.
13. **Customer Owned Content.** As between Instructure and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes or other materials uploaded by a User through the Service remain the sole property of Customer ("Customer Content"). Instructure may use the Customer Content to provide and improve the Services in accordance with this Agreement or Customer's instructions.
14. **Feedback.** Instructure may send surveys to Users (no more than once each year) to solicit feedback regarding performance of the Service and suggestions for improvements (such feedback will be stored in anonymous and aggregate form). Customer, and each User (to the extent Customer has such right), hereby grants Instructure an irrevocable, royalty-free perpetual license to use all feedback and suggestions regarding the Service.

15. **Term.** The term ("Term") of this Agreement shall begin on date identified as the Effective Date on the Order Form and shall continue for the time period set forth in the Order Form, unless terminated by the parties in accordance with Section 16.

16. **Termination.** Either party may terminate this Agreement for the material breach of any provision by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. Such termination right shall be in addition to any other rights and remedies that may be available to the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Services; and (b) in connection with certain Services, for a period of 3 months following expiration or termination, Customer may export the Customer Content through the API or by using the export feature within the Service.

17. **Suspension of Service.** Instructure may immediately suspend the Service and remove applicable Customer Content if Customer and/or its Users have violated a law or the terms of this Agreement. Instructure may try to contact Customer in advance, but it is not required to do so.

18. **Infringement.** If a third party claims the Service infringes that party's patent, copyright or other proprietary right, Instructure will defend Customer against that claim at Instructure's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Instructure, provided that Customer: (a) promptly notifies Instructure in writing of the claim; and (b) allows Instructure to control, and cooperates with Instructure in, the defense and any related settlement. If such a claim is made, Instructure may continue to enable Customer to use the Service or to modify it such that it becomes non-infringing. If Instructure determines that these alternatives are not reasonably available, Instructure may terminate the Service without any liability to Customer upon notice to Customer and with the return of any prepaid and unused fees. The infringement indemnity obligations in this Section 18 do not apply to the extent the infringement claim arises from (a) any technology not provided by Instructure or otherwise identified by Instructure in writing as interoperable, (b) use of the Service other than in accordance with this agreement and the applicable Services documentation, (c) the Customer Content, and/or (d) modification or alteration to the Services by anyone other than Instructure. If a third party claims that any part of the Customer Content infringes or violates a patent, trademark, trade secret, copyright or other intellectual property right, or there are third-party claims arising out of Customer's breach of this Agreement, Customer will defend Instructure against that claim at Customer's expense and pay all costs, damages, and attorney's fees, that a court finally awards or that are included in a settlement approved by Customer, provided that Instructure: (a) promptly notifies Customer in writing of the claim; and (b) allows Customer to control, and cooperates with Customer in, the defense and any related settlement.

19. **General.** Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 19. A copy of all notices to Instructure shall be sent to: Instructure, Inc., 6330 South 3000 East, Ste. 700 Salt Lake City, UT 84121, Attention: General Counsel. For purposes of service messages and notices about the Service, Instructure may place a banner notice or send an email to an email address associated with an account. It is the User's responsibility to ensure that a current email address is associated with their account. All notices shall be in English and shall be deemed effective upon receipt. If Instructure is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist. This Agreement shall be interpreted, governed and construed by the laws of the State of Delaware without regard to the actual state or country of incorporation or residence of Customer. Instructure is acting in performance of this Agreement as an independent contractor to Customer. If any term of this agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. This Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement. Instructure rejects additional or conflicting terms of any Customer form-purchasing document. Customer shall not assign this Agreement, in whole or in part, to any entity without Instructure's prior written consent. Any attempt to assign this Agreement, in whole or part, in contravention of this Section, shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. Customer agrees to allow Instructure to use its name, logo and non-competitive use details in both text and pictures in its various marketing

communications and materials, in accordance with Customer's trademark guidelines and policies. Any terms that by their nature survive termination or expiration of this agreement, will survive (including, but not limited to, Sections 10, 12, 15, 16 and 19).

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SOFTWARE LICENSE AND SOFTWARE SUPPORT AGREEMENT (the "Agreement")

Client Name	Shoreline School District 412
Address	18560 1st Ave. NE
City/State/Zip	Shoreline, WA 98155
Contact Person	Sharon Suver-Jones/Mark Spangenberg
Contact Phone	206-393-4404 /206-393-4118
Fax Number	206-393-4215
Email Address	sharon.suver.jones@shorelineschools.org mark.spangenberg@shorelineschools.org

The following are the terms and conditions under which Integrated Register Systems, Inc., dba InTouch Receipting ("we", "us" or "InTouch Receipting") agrees to license the proprietary computer programs listed below, along with all related documentation supplied therewith, (collectively, the "Software") to the above-named Client ("you" or "Client"). The term "Software" includes any corrections, improvements and enhancements to the Software programs and documentation provided to you by us.

SOFTWARE: As listed in the purchase order and in Appendix A as available

BY INSTALLING THE SOFTWARE, USING THE SOFTWARE OR AUTHORIZING ANY OTHER PERSON TO DO SO, YOU ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT INSTALL OR USE THE SOFTWARE OR UPDATES.

USING THE SOFTWARE OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN COMPUTER INFORMATION DURING ON-LINE AUTHORIZATION, VALIDATION AND USE OF THE SOFTWARE. CURRENT AND PAID SOFTWARE SUPPORT AGREEMENT IS REQUIRED TO USE ANY OF THE SOFTWARE APPLICATIONS.

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1. LICENSE. In consideration of payment of the license fee for the Software, the amount of which is shown on Appendix B attached hereto and by this reference made a part hereof, we hereby grant to you and you hereby accept from us a non-exclusive, non-transferable and revocable twelve (12) month license to use the Software, in compiled, object code form only, in accordance with the terms and conditions of this Agreement. The Software may be used only by you for your internal business purposes. Some of the Software may be owned by third parties and sublicensed to you. You acknowledge that the Software is protected by United States copyright law and international treaty provisions, and that the Software programs contain trade secrets of ours and our third party licensors. All right, title and interest in and to the Software belong to, and remain in, us and our licensors, except for the right to use it in accordance with this Agreement. You agree not to reverse engineer, disassemble, or reverse compile any Software object code, or otherwise derive any source code therefore. Except as expressly permitted in this Agreement or the applicable documentation, you agree not to modify, customize, adapt, translate, enhance or change any of the Software, or create any derivative works based on the Software, or otherwise reduce the Software to any humanly perceivable form nor permit any third party not authorized by us to do so.

Agreement is void if service is performed on the Software by unauthorized individuals, or if attempts are made to modify the Software or use the Software in a manner not set out in the instruction manual or license agreement. Should it be necessary to perform services outlined in this Agreement at the Client's site, Client shall be responsible for reasonable actual out-of-pocket expenses incurred in travel.

C. Response Time

There is no guaranty regarding the resolution time to a service call from the Client, however, InTouch Receipting will extend efforts to respond promptly and triage the service call. InTouch Receipting will respond to Software service calls in the order received and will make every effort to respond within the same work day. Resolution capability depends on if InTouch Receipting or the Client is hosting the applications. If the Client is self-hosting, resolution time is dependent on remote access and other Client restrictions. If InTouch Receipting is hosting the applications, our resolution time is not as dependent on the Client technical staff.

InTouch Receipting, however, has established a priority coding system for each problem reported.

1. 'A' Priority - A Software error renders the entire system inoperable. Resources assigned within one (1) hour. Resources continue to work on the problem during normal business hours (and then some) until the problem is resolved. Average resolution time in a few hours and depends on Client technical staff in most cases to resolve.
 2. 'B' Priority - A Software error is detected for a system module which seriously impairs systems operations, but does not render it "down." Resources are assigned within four (4) hours and remain assigned until completed, work continues during normal business hours.
 3. 'C' Priority - Minor problem, but sufficient severity as to warrant correction before the next Software release. Generally completed within 30 days.
 4. 'D' Priority - "Would likes" and minor problems which will be incorporated in future Software releases.
- InTouch Receipting reserves the right to determine "would like" relevance to the package and the scheduling of the development and release of such items.

D. Excused Performance

Neither party shall be liable for any failure to perform or delayed performance of any obligation under this Agreement if such performance is prevented, hindered or delayed for any cause beyond its reasonable control of, including, without limitation, any labor dispute, strike or other industrial disturbance, act of God, flood, shortage of materials, earthquakes, casualty, war, act of public enemy, riot, insurrection, embargo law, blockage, action, restriction and regulation or order of any government, government agency or subdivision thereof, or climatic conditions.

3. AUTHORIZED USE. The number of copies/sites of Software licensed by you is specified by number of sites, ADM (average daily (school) membership) or other methods in the purchasing process. You may use each licensed copy of the Software programs on many terminals in a building without restriction. For the purposes of a site license, a site is considered a high school, a middle school, district office, and alternative school, for example. There may be more than one site license in a building for a student store or other specialized use – these sites will require a support agreement and a software licensing agreement.

decisions, approve plans, and grant requests on your behalf in connection with the installation of the Software, and (b) reasonably cooperate with us by, among other things, making available as reasonably required by us, management decisions and personnel in order that our work contemplated hereby may be properly accomplished during the term hereof. You hereby authorize us to rely on all communications from and decisions of the Client Representatives.

7. TERM. The Software license granted in this Agreement is valid for twelve (12) months from the date you select – which may or may not align with the fiscal year. Client may terminate this Agreement at any time by notifying us in writing at least thirty (30) days in advance of any proposed termination. InTouch Receipting may terminate this Agreement if Client commits a material breach of any of the terms or conditions of this Agreement or fails to pay the required fees for Support/Maintenance, but only after thirty (30) days written notice to Client and an opportunity to cure any such breach or failure to pay. Upon any termination of the license, you will promptly return or destroy, as instructed by us, all Software provided to you, destroy all copies of the Software made by you, and, upon our request, confirm in writing to us that you have complied with your obligations under this paragraph 7. Upon termination of the Software license by lapse of time or otherwise, the Software shall cease to function. You are solely responsible for exporting or otherwise preserving all Client data prior to the termination of the license.

8. INFRINGEMENT WARRANTY AND INDEMNITY. Notwithstanding anything herein to the contrary, we warrant to you that: (a) we have title to, or the authority to grant sublicenses to, the Software, and (b) the Software, as delivered by us, will not purposefully infringe any copyright, patent, trade secret, or other intellectual property rights enforceable in the United States of America.

9. DISCLAIMER OF WARRANTIES. Unless expressly stated otherwise herein, THE SOFTWARE IS PROVIDED TO CLIENT IN “AS-IS” CONDITION WITH NO WARRANTY. INTOUCH RECEIPTING DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, MEDIA, AND RELATED MATERIALS, INCLUDING ANY REPRESENTATION AND WARRANTY OF QUALITY, SECURITY, OR ACCURACY AND THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. INTOUCH RECEIPTING DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER DEFECTS. IF CLIENT IS A RESIDENT OF A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSIONS DO NOT

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15. SEVERABILITY. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect.

16. HEADINGS. Headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

17. EXPORT RESTRICTIONS. Client acknowledges and agrees that the Software is subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations ("the Acts"). Client agrees and certifies that neither the Software nor any direct product thereof is being or will be used for any purpose prohibited by the Acts. Client agrees and certifies that Client is not a citizen or permanent resident of Cuba, Iran, North Korea, Libya, Sudan or Syria.

18. U.S. GOVERNMENT. The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" AND "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and the Department of Defense Federal Acquisition Regulations Sections 252.227-7014 (a) (1), (5). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire the Software (or Licensed Product) with only those rights set forth herein.

19. CONSUMER INFORMATION AND PRIVACY. For details about InTouch Receipting's privacy policies, please refer to the InTouch Receipting Privacy Statement contained on a web site designated by InTouch Receipting (www.intouchreceipting.com).

20. TRADEMARKS. InTouch Receipting, the InTouch Receipting logo, InTouch Receipting Manager, TouchBase, and InTouch Receipting Athletic Director, among others, are registered trademarks and/or registered service marks of InTouch Receipting in the United States of America and other countries.

21. NO LIMITATIONS. This Agreement does not limit any rights that InTouch Receipting may have under trade secret, copyright, patent, or other laws. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

22. GENERAL. All the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties hereto, and their successors, legal representatives and permitted assigns.

23. ENTIRE AGREEMENT. This Agreement constitutes the final, complete and exclusive statement of the agreement between InTouch Receipting and the Client in respect of the subject matter hereof. This Agreement shall govern any services or content related to the Software, unless such services or content are subject to a separate written agreement between Client and InTouch Receipting. However, the limitations of liability and disclaimer of warranties in this Agreement shall apply to InTouch Receipting with respect to such content or services except to the extent provided otherwise in a separate written agreement approved by InTouch Receipting between Client and InTouch Receipting.

24. INDEMNIFICATION. InTouch Receipting agrees to the fullest extent permitted by law, to indemnify and hold harmless Client, its officers, directors, trustees, employees, agents, contractors and consultants against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and other legal costs to the extent caused by InTouch Receipting's breach of this Agreement or its negligent acts or omissions in its performance of services under this Agreement and that of its officers, employees, subcontractors, or anyone for whom InTouch Receipting is legally liable.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless InTouch Receipting, its officers, directors, shareholders, employees and agents against all claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees, experts' fees, and any other legal costs to the extent caused by the negligent acts or omissions of Client, its employees, agents, consultants or anyone for whom Client is legally liable.

25. INDEPENDENT CONTRACTOR. InTouch Receipting shall conduct its services and work as an independent



Appendix A – Software Applications

InTouch Software Applications Covered Under this Agreement
(Client may not have implemented all of these modules or applications)

InTouch Receipting (InTouch Terminal and InTouch Manager)

TouchBase

Athletic and Activity Module

Accounting Interface

Student Information Interface

Library Interface

Student Store Module

FundTracker Module

Food Service Interface

[signature page follows]

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SchoolMessenger Renewal Authorization

ACCOUNT INFORMATION

District Name: Shoreline School District 412 - [REDACTED]
Annual Rate: \$14,798.49 Authorization Date: June 7, 2018
Reference Quote #: 115336 Renewal Date: August 31, 2018

ACKNOWLEDGEMENTS

West Interactive Services Corporation d/b/a SchoolMessenger ("Provider") will continue to provide District with the online communications applications further described in the Reference Quote (the "Service") subject to the following terms and conditions:

Order Authorization Terms.

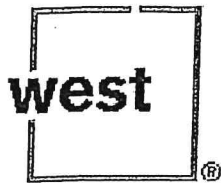
The terms and conditions available at www.schoolmessenger.com/webterms will apply to this order authorization, unless the parties have entered into a separate mutually executed agreement. The terms of this order will govern any conflict with the above-mentioned terms. No additional terms in Customer's purchase order will apply.

Term and Termination.

This Agreement will commence on the Service Start Date and continue for 48 months (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature: *Mark C Spangenberg* Date: 6/7/18
(or initials if signing electronically)
Name: Mark C Spangenberg Title: Director of Finance



Quote

SchoolMessenger

West Interactive Services Corporation
PO Box 561484
Denver CO 80256-1484
Phone: 888-527-5225 | Fax: 800-360-7732

Date 6/7/2018
Quote # 115336
Expires 8/30/2018
Quote Type
Representative AM Kellie Outt
Agent

Prepared for:

Shoreline School District 412
18560 1St Ave Ne
Shoreline WA 98155-2148
United States

R-SM Complete	1 Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	14,798.49	14,798.49
Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.			
<h1>Copy</h1>			
Thank you for your order!		Total	\$14,798.49

The terms and conditions available at <https://www.west.com/legal-privacy/webterms/> apply to this quote, unless the parties have entered into a separate mutually executed agreement.
Sales tax may be applied on invoice. Tax exemption certificates can be sent to accounting@schoolmessenger.com.





SAAS CONTRACT

This School Data Solutions SaaS Contract ("Agreement") is made and entered into this date May 9, 2016 between Shoreline School District ("District") located at 18560 1st Avenue NE | Shoreline, WA 98155 and School Data Solutions ("SDS") for the provisions of services as more specifically described below:

- 1. SERVICES TO BE PROVIDED:** SDS is providing the District with access to online applications. These applications are enhanced periodically. Included in this Agreement are all enhancements to specified application and or modules. No module is included in the subscription unless specifically stated. SDS retains all intellectual property rights to work product offered as a subscription.
- 2. CONTRACT TERM:** The term of this Agreement shall be from June 1, 2016 through May 31, 2019 unless otherwise terminated pursuant to this Agreement.
- 3. COMPENSATION:** In consideration of the subscriptions and services rendered as described in this Agreement, the District agrees to pay SDS as follows:

For subscription to Homeroom for Educators

- setup fee equal to 35% of first year subscription is waived
 - from June 1, 2016 through May 31, 2017 payment of \$5.00 per student* is due June 1, 2016
 - from June 1, 2017 through May 31, 2018 payment of \$3.05 or less per student* is due June 1, 2017
 - from June 1, 2018 through May 31, 2019 payment of \$3.05 or less per student* is due June 1, 2018
- *Fee based on average student headcount for previous school year (OSPI report 1251H) and Homeroom for Educators Progressive Discount Model (attached). All fees subject to Washington sales tax.

- 4. INDEPENDENT CONTRACTOR STATUS:** It is specifically understood that SDS, its employees and agents are contracting with the District as an independent contractor. The District shall not be responsible for withholding or paying any taxes on behalf of SDS or SDS's employees or agents.
- 5. CRIMINAL RECORDS CHECK:** In the event SDS or any of SDS's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, SDS shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. SDS shall provide a copy of the record to the person applying for employment to the District. If SDS or applicant has a record check within previous two (2) years, SDS may waive the requirement. SDS shall pay for the requirements set forth in this paragraph.
- 6. TERMINATION FOR CAUSE:** The District may terminate this Agreement at any time prior to the date of completion if and when it is determined that SDS has failed to comply with the conditions of this Agreement. The District shall promptly notify SDS in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the confidential information provided by the District shall be returned to the District or destroyed on or before the date of termination.

In the event that SDS goes out of business and is therefore unable to service the applications built for the District, then the District will gain the rights to access and use the source code of the applications for use by the District. By gaining this right, the District may not distribute the source code to a person, company, or entity of the District.

7. CONFIDENTIALITY: SDS may be exposed to confidential information. Student/family information is declared confidential by the District and shall not be disclosed unless authorized in writing by the District. It is agreed that this obligation of confidentiality shall survive the termination of this Agreement. See Data Sharing Agreement.

8. NON-DISCRIMINATION: No person shall, on the grounds of race, creed, color, national origin, age, sex or disability be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination in connection with any activity or service performed pursuant to this Agreement.

9. INDEMNIFICATION: Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

10. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of Washington.

11. ENTIRE CONTRACT: This Agreement constitutes the entire agreement between the District and SDS and supersedes any prior oral or written statements or agreements.

12. CRIMES AGAINST CHILDREN: In accordance with RCW 28A.400.330, contractor shall prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44.RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District immediately terminating this Agreement.

13. DISPUTES: Where applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of this Agreement and they are not able to resolve it themselves, a nonbinding mediation procedure shall be required as a condition precedent to litigation. Each party shall pay one-half of the mediation fees. Binding arbitration shall not be required under this Agreement under any circumstances. The parties further agree that any litigation related to this Agreement shall be filed in Spokane County Superior Court in the State of Washington.

14. ACCEPTANCE: Both parties acknowledge and accept the terms and conditions of this Agreement by signing below.

SHORELINE SCHOOL DISTRICT

Signature: Mark Spangenberg

By: Mark Spangenberg

Title: Director of Finance

Date: 5/10/16

SCHOOL DATA SOLUTIONS

Signature: Joseph S. Tansy

By: Joseph S. Tansy

Title: President

Date: May 9, 2016

Return this Agreement to School Data Solutions.

Email: jojo@schooldata.net

Fax: (509) 703-7724

Mail: 703 W. 7th Avenue | Spokane, WA 99204

HOMEROOM FOR EDUCATORS PROGRESSIVE DISCOUNT MODEL

Student Count	Price Decrease	Price per Student
100,000		\$5.00
125,000	\$0.25	\$4.75
150,000	\$0.50	\$4.50
175,000	\$0.75	\$4.25
200,000	\$0.95	\$4.05
225,000	\$1.15	\$3.85
250,000	\$1.35	\$3.65
275,000	\$1.50	\$3.50
300,000	\$1.65	\$3.35
325,000	\$1.80	\$3.20
350,000	\$1.95	\$3.05
375,000	\$2.10	\$2.90
400,000	\$2.20	\$2.80
425,000	\$2.30	\$2.70
450,000	\$2.40	\$2.60
475,000	\$2.50	\$2.50
500,000	\$2.60	\$2.40
525,000	\$2.70	\$2.30
550,000	\$2.80	\$2.20
575,000	\$2.90	\$2.10
600,000	\$3.00	\$2.00

PROMOTIONAL OVERVIEW: Utilize the economies of scale to increase the Total Student Headcount from 100,000 to 600,000 students and lower the per student subscription cost down from \$5.00 to \$2.00 per student by providing a discount credit incentive for the next two years.

PRICE DECREASE: Amount subscription fee decreases on a per student basis (second column).

DISTRICT STUDENT HEADCOUNT: District student headcount will be based on the OSPI report 1251H, average column.

TOTAL STUDENT HEADCOUNT: Total student headcount for all Washington State using Homeroom for Educators (first column).

SUBSCRIPTION BASE FEE: First full year (12 months) subscription base fee is \$5.00 per student for all districts no matter what year they begin the subscription service.

RENEWAL SUBSCRIPTION FEE: Subscription fee based on progressive discount model table for the next year (third column) multiplied by District Student Headcount.

PROMOTION RULES:

- Sign a three-year contract.
- To continue the progressive discount beyond the initial contracted term, the district must extend the contract to three years. For example: if the contracted term runs from September 1, 2013 through August 31, 2016, the district can extend the contract on September 1, 2014 to run through August 31, 2017; thereby extending the discount for the additional year.
- All discounts are provided in return for longevity. If the district terminates the contract before the end of the contracted term, all previously discounted amounts will immediately come due.

PO DATE
05/09/2016

SHORELINE SCHOOL DISTRICT #412

Invoice To: 18560 1ST AVE NE
SHORELINE, WA 98155

Purchasing: 206-393-4234 Accounts Payable: 206-393-4109
Fax: 206-393-4215

PRINTED 05/09/2016

PURCHASE ORDER NUMBER
1831500170

VENDOR KEY : SCHOOL D001
FISCAL YEAR : 2015-2016
ENTERED BY : LARSOJAN000
ORIGINAL REQ # : 0000118663

VENDOR:
SCHOOL DATA SOLUTIONS
703 W 7TH AVE
SPOKANE, WA 99204

SHIP TO:
SHORELINE SCHOOL DISTRICT #412
18560 1ST AVE NE
SHORELINE, WA 98155-2148

PHONE: (509) 688-9536

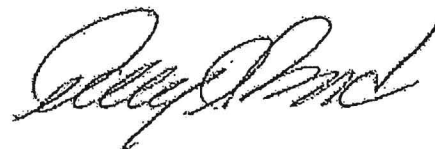
ATTN: JANICE LARSON/JIM GOLUBICH/MICHAEL POWER - G
TECH LEVY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	EA	PER INVOICE #101054, DATED 5/9/16 ATTACHED - HOMEROOM FOR EDUCATORS - ANNUAL SUBSCRIPTION JUNE 1, 2016 THROUGH MAY 31, 2017 *** GF TECH LEVY ***	46430.00000	46,430.00
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 530 0193 27 7000 830 3820 0000	50,840.85	
*** PO TOTAL RECAP*****				
				46,430.00
Subtotal of PAGE TOTALS				0.00
Other Charges				4,410.85
Tax				
			PAGE TOTAL	46,430.00
			TOTAL	50,840.85

SHORELINE SCHOOL DISTRICT IS NOT EXEMPT FROM WA STATE SALES OR USE TAX

PURCHASE APPROVED BY:

TERMS & CONDITIONS: IN ACCEPTANCE OF THIS PURCHASE ORDER, THE VENDOR AGREES TO THE TERMS AND CONDITIONS FOUND ON OUR WEBSITE: WWW.SHORELINESCHOOLS.ORG/TERMS



AMENDMENT

This amendment ("Amendment") is made this 4th day of January 2013 by and between Tyler Technologies, Inc. with offices at 23 British American Boulevard, Latham, New York 12110 ("Tyler") and the Shoreline School District 412, with offices at 18560 1st Avenue Northeast, Shoreline, Washington 98155 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 29, 2011 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The products and services in the attached quote, incorporated into this agreement as Exhibit 1, are hereby added to the Agreement.
2. Payment Terms for the items added to the Agreement pursuant to Article I of this Amendment shall be as follows:
 - a. Tyler will invoice Client \$26,877 when Tyler first makes the Tyler Software Products available to Client for downloading, which equals:
 - i. 100% of the Application Software License Fees of \$19,522,
 - ii. 100% of the first annual Application Software Maintenance Fees of \$5,355 for the Tyler Software Products which cover the twelve (12) month period commencing when Tyler first made the Tyler Software Products available to Client for downloading, and
 - iii. 100% of the Additional Map Fees of \$2,000.
 - b. Tyler will invoice Client the fee of \$12,144 for Implementation services as follows:
 - i. 20% upon completion of map conversion and preparation and installing map in hosted environment
 - ii. 35% upon completion of map data preparation
 - iii. 35% upon completion of routing training
 - iv. 10% upon completion of implementation
 - c. Tyler will invoice Client fees for Training services not included with implementation, if and as provided.
 - d. Tyler will invoice Client travel expenses as incurred (prices do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy).
 - e. Subsequent annual Application Software Maintenance Fees will be due on the anniversary of the date when Tyler first made the Tyler Software Products available to Client for downloading.
3. Additional Licensing Terms:
 - a. The Tyler Software Products added to the Agreement pursuant to this Amendment are licensed for Client's internal business purposes at 18560 1st Avenue Northeast, Shoreline, Washington 98155 for Shoreline School District 412 only and otherwise subject to the terms and conditions of the Agreement.
 - b. Versatrans Onscreen™ ("Onscreen") and Versatrans Fleetvision™ ("Fleetvision") are licensed on a per vehicle basis. Client may exceed the number of Onscreen vehicles by up to 25% solely for the purpose of setting up spare fleet vehicles only. At no time may Client actively use more than the number of vehicles licensed.
4. Additional Services Terms:
 - a. Work Responsibilities. Client data necessary to utilize the Tyler Software Products added to the Agreement pursuant to this Amendment (the "Client Data") shall be developed between the Effective Date of this Amendment and the first day of training. The parties shall have the additional responsibilities for developing and formatting the Client Data as set forth in the "Work Responsibilities" annexed to this Amendment hereto as Exhibit 2 and made a part of this Agreement.
 - b. Additional Services. Services requested by Client in excess of those set forth in Exhibit 1 to this Amendment, including but not limited to district canvassing, if Client's downloads do not meet specifications or if fields of data are missing or need to be interpreted or processed, may be billable services, at Tyler's sole discretion, to be provided at Tyler's then-current rates. Tyler shall not perform additional services without Client's prior written approval.
5. Operating Environment. Client hereby acknowledges review of and compliance with operating environment specifications as listed on Tyler's website.

6. **Trademark Usage.** When utilizing Versatrans e-Link®, in a prominent position on each view or page of Client's website displaying data derived from the Tyler Software Products, Client shall (a) provide a "link" or "click through" icon which will send the user to Tyler's web site; and (b) display the name and logo of Tyler together with the following language: "Provided by Versatrans e-Link®". Client shall use such trademarks and notices ("Marks") in strict conformance with Tyler's trademark guidelines as they may be revised from time to time. Client has no right to sublicense, transfer or assign the use of the Marks or use the Marks for any purpose other than the purposes described herein.

7. **Additional 3rd Party Products Terms:**

- a. **Installation and Acceptance.** Unless otherwise noted in Exhibit 1 to this Amendment, the Tyler Software Product installation fee includes installation of the Third Party Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Tyler will notify the client in advance of such charges. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Third Party Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud.
- b. **Expenses.** Unless otherwise noted in Exhibit 1 to this Amendment, expenses associated with 3rd Party Services will be invoiced in accord with the then-current Tyler Business Travel Policy, based on Tyler's usual and customary practices.

8. The attached documents titled "Work Responsibilities" and "NAVTEQ End User Terms", incorporated into this Amendment as Exhibits 2 and 3, respectively, are hereby added to the Agreement.

9. **Electronic Payment.** Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

Copy

10. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

11. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

By: *Theodore J. Thien*

Name: Theodore J. Thien

Title: VP of Sales & Marketing, Versatrans

Date: January 3, 2013

Shoreline School District 412

By: *Marla S. Miller*

Name: MARLA S. MILLER

Title: Deputy Superintendent

Date: 1/4/2013

Exhibit 1:

Investment Summary

prices are valid until March 19, 2013

Client: Shoreline School District 412

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 10000 Students	1	\$14,950	\$14,950	\$7,475	\$7,475	\$0
Versatrans e-Link for up to 9000 Students	1	\$8,120	\$8,120	\$2,274	\$5,846	\$0
Versatrans Fleetvision for up to 110 Vehicles	1	\$8,495	\$8,495	\$2,294	\$6,201	\$0
Reportwriter	1	\$0	\$0		\$0	\$0
Subtotal: Application Software License Fees			\$31,565	\$12,043	\$19,522	

2. Maintenance	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition for up to 10000 Students	1	\$4,300	\$4,300	\$2,150	\$2,150	\$4,300
Versatrans e-Link for up to 9000 Students	1	\$1,565	\$1,565	\$0	\$1,565	\$1,565
Versatrans Fleetvision for up to 110 Vehicles	1	\$1,640	\$1,640	\$0	\$1,640	\$1,640
Subtotal: Application Software Maintenance Fees			\$7,505	\$2,150	\$5,355	\$7,505

3. Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans RP Standard Edition Implementation -- includes 2 days of onsite training (1)(4) -- includes hosting of RP in Tyler Data Center during Implementation	1	\$12,144	\$12,144	\$0	\$12,144	
King County Map (Source: local GIS)	1	\$0	\$0	\$0	\$0	
Add'l County Maps: Snohomish	1	\$2,000	\$2,000	\$0	\$2,000	
Versatrans e-Link Training - Online (4)	1	\$1,175	\$1,175	\$0	\$1,175	
Versatrans Fleetvision Training - Online (4)	1	\$1,175	\$1,175	\$0	\$1,175	
Subtotal: Application Services					\$16,494	

Total One-Time Fees:

\$41,371

Total Recurring Fees **:

\$7,505

** Subject to annual increase

Copy

Travel expenses for training to visit the user's site are not included and will be billed at actual costs

* Training classes are limited to 5 persons

Mark A. Milled 1/14/2013
Signature

Ver. 41256

Quote prepared on December 19, 2012

Exhibit 2

Regular Services Package

Work Responsibilities

1. Mapping

Tyler will (a) provide Client with a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students.

2. Map Data Preparation

Tyler will enter into the map data file data supplied by Client, including:

- Building locations
- Map restrictions
- Bus stops and bus classes
- One way streets
- Average road speeds
- Walk-to-stop distance
- Define and assign boundaries

3. House Numbering Data

Tyler will enter house numbering data for the district portion of the map provided by Client in electronic format. Tyler will not perform a district canvass for house numbers, unless expressly contracted by Client in accordance with Section 7 ("Additional Services") of this Agreement.

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4. Student File Preparation

Tyler will provide Client with an ASCII file layout describing the required district student data file and will import the Client's ASCII file(s) into the map data file (the "Student Data").

Tyler will pass the Student Data through the location process. To the extent feasible as determined in Tyler's sole discretion, Tyler will correct Student Data not matching street/number ranges in the digital map. To the extent such corrections are not feasible, Tyler will furnish Client with a list of students with non-locatable addresses for Client to correct.

5. Information Required

Client will timely supply accurate information, in a format specified by Tyler, required to provide a system which reflects district policies and practices. This will include, but is not limited to, the following:

- a. the best available digital maps of the district (the "Base Map Source") including district's boundary, if available.
- b. the best house numbering data available in electronic format.
- c. an ASCII file of Student Data (sufficient for Tyler requirements).
- d. school names and locations.
- e. the grades at each school, walk-to-stop maximum distances by grade, and arrival and departure times.
- f. bus stop classifications.
- g. any and all other data and information related to students, bus routing, maps and Client's policies and procedures related to this Agreement that may be necessary to compile accurate district data or may be requested by Tyler

6. Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

7. Training

a. Throughout the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Routing Training will be held at Client's place of business, on weekdays, unless the parties agree to another location and time. Weekend Training is available at premium rates and based on trainer availability. It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers fully equipped to run the Tyler Software Products. Provided that all of Tyler's tasks are complete, failure to schedule Routing Training within two (2) months of the last day of Implementation Training may require that additional Training be purchased as a refresher course.

b. Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.

c. In conjunction with the initial purchase of Versatrans Routing and Planning, Tyler will provide up to six (6) hours of transition Training to assist Client during the implementation process of Versatrans Routing and Planning. Transition Training will consist of telephone and/or on-line Training. On-line Training sessions allow the Tyler trainer to connect to the user's computer and instruct him/her in certain operations and/or answer questions relating to software concepts and operations. Upon Client's request, on-line transition Training sessions will be scheduled at mutually agreeable times and will be used between the Implementation and Routing Training or within thirty (30) days of the Routing Training session.

d. All Training dates must be approved by Client in writing.

Exhibit 3

NAVTEQ End-User Terms

The data ("Data") is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Tyler Technologies, Inc. (LICENSEE) and its licensors (including their licensors and suppliers) on the other hand.

©2002 Navigation Technologies Corporation. All rights reserved.

The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario.

Terms and Conditions

Personal Use Only: You agree to use this Data together with Versatrans Solutions Routing & Planning software for the solely personal, non commercial purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Data only as necessary for your personal use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Data in any way. You agree not to otherwise reproduce copy, modify, decompile, disassemble or reverse engineer any portion of this Data, and may not transfer or distribute it in any form, for any purpose except to the extent permitted by mandatory laws.

Restrictions. Except where you have been specifically licensed to do so by LICENSEE, and without limiting the preceding paragraph, you may not (a) use this Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation positioning, dispatch, real time route guidance, fleet management or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

No Warranty. This Data is provided to you "as is," and you agree to use it at your own risk. LICENSEE and its licensors (and their licensors and suppliers) make no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from this Data, or that the Data or server will be uninterrupted or error-free.

Disclaimer of Warranty: LICENSEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT. Some States, Territories and Countries do not allow certain warranty exclusions, so to that extent the above exclusion may not apply to you.

Disclaimer of Liability: LICENSEE AND ITS LICENSORS (INCLUDING THEIR LICENSORS AND SUPPLIERS) SHALL NOT BE LIABLE TO YOU: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND OR ACTION ALLEGING ANY LOSS, INJURY OR DAMAGES, DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THE INFORMATION; OR FOR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS INFORMATION, ANY DEFECT IN THE INFORMATION, OR THE BREACH OF THESE TERMS OR CONDITIONS, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSEE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some States, Territories and Countries do not allow certain liability exclusions or damages limitations, so to that extent the above may not apply to you.

Disclaimer of Endorsement: Reference to any products, services, processes, hypertext links to third parties or other Data by trade name, trademark, manufacturer supplier or otherwise does not necessarily constitute or imply its endorsement, sponsorship or recommendation by LICENSEE or its licensors. Product and service information are the sole responsibility of each individual vendor. The Navigation Technologies name and logo, the NAVTEQ and NAVTEQ ON BOARD trademarks and logos, and other trademarks and trade names owned by Navigation Technologies Corporation may not be used in any commercial manner without the prior written consent of Navigation Technologies.

Export Control: You agree not to export from anywhere any part of the Data provided to you or any direct product thereof except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations.

Indemnity: You agree to indemnify, defend and hold LICENSEE and its licensors (including their respective licensors, suppliers, assignees, subsidiaries, affiliated companies, and the respective officers, directors, employees, shareholders, agents and representatives of each of them) free and harmless from and against any liability, loss, injury (including injuries resulting in death), demand, action, cost expense, or claim of any kind or character, including but not limited to attorney's fees, arising out of or in connection with any use or possession by you of this Data.

Entire Agreement: These terms and conditions constitute the entire agreement between LICENSEE (and its licensors, including their licensors and suppliers)

DataMap Intelligence Agreement

Portions of the Data may be powered by DataMap Intelligence, LLC. All rights reserved.

Copy

AMENDMENT

This amendment ("Amendment") is made this 7th day of November 2011 by and between Tyler Technologies, Inc. with offices at 23 British American Boulevard ("Tyler") and the Shoreline School District 412 with offices at 18560 1st Avenue Northeast, Shoreline, Washington 98155 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 29, 2011 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement by addition of hosting services to be provided by Tyler;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. In exchange for the annual application hosting fees set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary"), Tyler shall host at Tyler's data center and make available to Client the Tyler Software Products set forth in the Investment Summary licensed by Client ("Licensed Modules") for the one-year term commencing when Tyler first makes the Licensed Modules available to Client in the hosted environment. Subsequent annual application hosting fees will be due on each anniversary of the commencement of the hosting term.
2. Payment Terms for the items added to the Agreement pursuant to Article 1 of this Amendment shall be as follows:
 - a. Tyler will invoice Client \$1,450 when Tyler first gives Client access to the hosted environment, which equals:
 - i. 100% of the first annual hosting fees of \$1,000 which cover the twelve (12) month period commencing when Tyler first gives Client access to the hosted environment, and
 - ii. 100% of the Hosting Set-up Fees (\$450)
 - b. Subsequent annual Hosting fees will be due on the anniversary of the date when Tyler first gave Client access to the hosted environment.
 - c. Payment is due within thirty (30) days of the invoice date.
3. Tyler has the right to terminate Client's access to the hosted environment if Client fails to remit any required annual application hosting fees and the amount in arrears is thirty (30) days or older following thirty (30) days written notice of Tyler's intent to terminate Client's access to the hosted environment.
4. Hosting Services shall be provided in accord with Exhibit 2 to this Amendment, Service Level Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms and attachments of this Amendment.

Copy

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.
ERP and School Division

By: Theodore J. Thien

Name: Theodore J. Thien

Title: VP of Sales & Marketing, Versatrans

Date: October 21, 2011

Shoreline School District 412

By: Sharon Suver-Jones

Name: Sharon Suver-Jones

Title: Accounting and Business Manager

Date: 11-21-11

Diane Dussaw 11-21-11
Transportation Manager

Exhibit 1:

Investment Summary

prices are valid until January 19, 2012

Client: Shoreline School District 412

1. Software	Quantity	Price	Extended Price	Discount	This Year Total	Future Year Renewal
Subtotal: Application Software License Fees					\$0	\$0

2. Maintenance	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Subtotal: Application Software Maintenance Fees					\$0	\$0

3. Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Subtotal: Application Services						\$0

4. Hardware and other Services	Quantity	Price	Extended	Discount	This Year Total	Future Year Renewal
Versatrans Triptracker Hosting	1	\$1,000	\$1,000	\$0	\$1,000	\$1,000
Versatrans Triptracker Setup	1	\$450	\$450	\$0	\$450	
Subtotal: Hardware and other Services					\$1,450	\$1,000

Total One-Time Fees:
Total Recurring Fees **:

\$1,450

\$1,000

Copy

11-21-11
** Subject to annual increase with written notification to Transportation Manager.

Signature: *Bonnie Buncer-Jones*

Exhibit 2

SERVICE LEVEL AGREEMENT

I. Service Levels

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

A. Definitions

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding Tyler holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

SaaS shall mean Software as a Service of Tyler

ISP shall mean Internet Service Provider.

B. Service to the Client

The following service levels apply to SaaS Operations Support. Application support calls are handled by the Application Support Teams. Application Support Contact information can be found in Appendix A. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

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Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri	99%
	6:00 a.m. to 3:00 p.m. EST Sat	
Application Availability – Yellow	9:00 p.m. to 6:00 a.m. EST Mon – Fri	No SLA
	3:00 p.m. EST Sat to 6:00 a.m. EST Sun	
	6:00 a.m. EST Sun to 6:00 a.m. EST Mon	
Adding/Changing User Access or Printer	Request by noon: same day before 9:00 p.m.	90%
	Request by noon: by noon next business day	100%
	Request after noon; by noon next business day	90%
	Request by noon: next business day before 9:00 p.m.	100%
Data or File Restoration	Next Business Day	95%
	Second Business Day	100%
Synchronization of “live” and “test” and/or “training” databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%

VPN Appliance Repair	Next Business Day	95%
Support Call Response	By Severity Level	80%
	Level 1 2 Business Hours	
	Level 2 4 Business Hours	
	Level 3 8 Business Hours	
	Level 4 12 Business Hours	
Support Call Response for Escalated Issues	By Severity Level	90%
	Level 1 1 Business Hours	
	Level 1 2 Business Hours	
	Level 2 4 Business Hours	
	Level 3 8 Business Hours	
	Level 4 12 Business Hours	
File Back-up	Nightly	95%

Explanations

1. Application Availability:

Green Time: Guaranteed system availability. SLA applies to green time only.

Yellow Time: User access permitted. Tyler reserves the right to use this time for scheduled or unscheduled maintenance, repairs that require a longer window of downtime, and scheduled testing. 24-hour advance user notification will be given when possible.

Measurement: A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

Exclusions: Yellow time.

Target is 99% attainment.

If actual attainment is 98-97%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

2. Adding/Changing User Access or Printer:

A request to add or change a user or printer must be made through the corresponding Tyler support department. All requests / issues should be logged with the SaaS team in support at 888.529.8248, option 4. SaaS support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be

notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 90% within guidelines specified above:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction Tyler does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

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If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

3. Data or File Restoration:

Data that may be restored include the complete database and files in the user's home directory (if applicable).

A request to restore a database must be made through the corresponding Tyler Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Comptroller or Director of Information Technology Department. All requests must be logged with the SaaS Support Department at 888.529.8248, option 4 (9:00 AM – 6:00 PM EST). Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the SaaS team

will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

4. Data Restoration in the Training and/or Test Database:

Tyler shall maintain three databases containing the Client data: production database, training database, and test database (if applicable). Tyler shall restore a copy of the production database into the training and/or test database(s) upon request of the Client. There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the training and/or test database(s) must be made through the corresponding Tyler support department. All requests / issues should be logged by calling the SaaS team in support at 888.529.8248, option 4. Support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

5. New Release/Update Testing Period:

New releases of Tyler applications will be loaded into the training database prior to Production (if applicable). These releases will remain in the training environment for a minimum of ten business days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

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If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

6. VPN Appliance Repair:

Client's data is currently encrypted using a Cisco ASA 5505 (if applicable). This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, and we are notified by 2PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the Tyler support department. All requests / issues should be logged by calling the SaaS team in support at 888.529.8248 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the SaaS team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

7. Support Call Response:

Definition of Severities:

- 1 Critical Issue – Tyler is down
- 2 Severe issue, but there is a work around
- 3 Important issue – not severe
- 4 Lowest priority

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All requests / issues should be logged by calling the corresponding Tyler Support Department. All requests / issues should also be logged by contacting the SaaS support team at 888.529.8248, option 4. Support hours are 9:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If Tyler subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Escalation Procedure:

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	888-529-8248	
On-Call Support:			
Mike Cavel	SaaS Coordinator	ext 7039	903-399-6200
Greg Miller	Technology Supervisor	ext 7012	903-399-6100
David Sawyer	Technology Supervisor	800-779-4494 ext 139	
John Hill	Manager, SaaS Operations	800-772-2260 ext 4467	207-712-3765
Tom Lowrie	Senior OS/DBA Engineer	800-772-2260 ext 4126	207-831-5218
John MacVane	Senior Network Engineer	800-772-2260 ext 4181	207-576-0611
Chris Hepburn	President – School Division	800-772-2260 ext 4138	

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Holiday Schedule:

Tyler will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

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

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response for Escalated Issues:

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After call is placed according to the procedures described in service level 7, Support Call Response, the Client may make an additional call to Tyler's receptionist to have the receptionist page the SaaS department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Where target is 90%:

If actual attainment is 89-88%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, Tyler shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve Tyler of its obligations under the SaaS Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If Tyler does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if Tyler does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

C. Telecommunications

Tyler is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by Tyler because the commitments of the Client's ISP are not known. If the Client were able to receive commitments regarding such levels from an ISP provider, Tyler and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the SaaS network through the encryption equipment to the CLIENT VPN device (if applicable).

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the SaaS server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond Tyler' control will be recognized by Client. Tyler may be relieved of responsibility of meeting service levels as stipulated in this SLA upon Tyler' filing with Client just and true statements requesting that such failure to meet the service levels, signed by Tyler and giving in detail all the essential circumstances which, justify such action under the provisions of this section by Client and are reasonably acceptable to the Client.

Appendix A

Application support requests can be made on-line at <http://support-es.tylertech.com/> or by calling one of the following numbers:

For Tyler ADS ProFund Support:
(800) 779-4494 x2 (M-F 8am-5pm EST)

For Tyler EDP Support:
(888) 529-8248 (M-F 8am-5pm CST)

For Tyler SIS (TEMS) Support:
(888) 529-8248 (M-F 8am-5pm CST)

For Tyler Schoolmaster Support:
Eastern and Central Time Zone Customers
(800) 626-3113 (M-F 7am-4pm CST)
Mountain and Pacific Time Zone Customers
(888) 352-4731 (M-F 7am-4pm PST)

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For Tyler Versatrans School Transportation Support:
(800) 775-5556 (M-F 8:30am-7pm EST, Saturdays in August 9am-3pm EST)

**Data Sharing Agreement
Between
WSIPC, School Data Solutions
And
Shoreline School District**

This Agreement is made and entered into by the Washington School Information Processing Cooperative "WSIPC", Guerilla Development Company d/b/a School Data Solutions "SDS", and Shoreline School District "District". WSIPC, SDS and District are collectively referred to herein as the Parties.

A. Purpose

1. The purpose of this Agreement is to establish conditions, safeguards, and requirements under which WSIPC and its sub-contractors, SDS and its sub-contractors, and the District agree to exchange information to each other and to ensure the confidentiality and security of all data provided and received under this Agreement.

B. Definitions

1. "Aggregate" information or data refers to:
Any collection of unit-record data, including confidential information, that is combined in a manner that results in the data no longer representing individual records.
2. "Confidential Information" refers to:
Personally identifiable educational records, as defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, and its implementing regulations in 34 C.F.R. Part 99, that are exempt from public disclosure pursuant to RCW 42.56, Washington Statutes; and information that is otherwise confidential under Washington law.
3. "Disclosing Party" refers to: The Party disclosing data.
4. "Receiving Party" refers to: The Party receiving data.
5. "Student Records Laws" refers to: The Family Educational Rights and Privacy Act (FERPA) and 20 U.S.C. § 1232g; 34 CFR Part 99.

C. Provision of Data

1. Within 30 days of signing this Agreement, the Parties will agree to a work plan that will specify the files to be exchanged, the timing of the exchange, and the results that are expected.

D. Data Access

1. Purpose. The data to be covered by this Agreement includes all data stored by District required to populate the WSIPC "Homeroom for WSIPC" product. This data is then for the sole use of District and its staff.
2. WSIPC and SDS Access Limits. Access to view or use the data is granted by District to WSIPC and SDS for the following purposes.
 - a. Extracting data to load into the Homeroom product
 - b. Loading into the Homeroom product
 - c. Trouble shooting user problems with the Homeroom product
 - d. Providing training to District staff
 - e. Any other use of this data is unauthorized and strictly prohibited
3. Open Database Connectivity (ODBC) and Java Database Connectivity (JDBC). All Parties acknowledge that allowing the ODBC/JDBC access required for "Homeroom for WSIPC" means that the Parties have access to all data contained within the District's WESPAC database and the "Homeroom for WSIPC" database. The ODBC/JDBC connection to the WESPAC database provides access to the 2100+ tables within the database. It provides access to social security numbers, other personally identifiable information, banking information and other financial information of the District and of individuals contained within the database.
4. WSIPC and SDS shall protect the confidentiality of all information provided by the District pursuant to this Agreement by adopting and implementing effective physical, electronic, and managerial safeguards against unauthorized access to and unauthorized disclosure of such information that meet or exceed current industry standards.
 - a. Access to the information provided by the District will be restricted to only those authorized staff, officials, and agents of SDS and WSIPC who need it to perform their official duties in the performance of work that requires access to the information.
 - b. SDS will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
 - c. SDS will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal, or other means.
 - d. SDS shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential information.

- e. SDS shall instruct all personnel, subcontractors, and agents with access to the information regarding the confidential nature of the information, the requirements of the Limitation on Access and Use and Safeguards Against Unauthorized Access and Re-Disclosure clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.
5. All data provided by the District will remain the property of the District, will be returned to the District or destroyed when this agreement is terminated. The data will not be duplicated or re-disclosed without the prior written authority of the District.
6. Neither WSIPC nor SDS assumes any liability for the accuracy of the data provided by the District.

E. Confidentiality, Security, Privacy Rights, and Public Access

1. The Parties acknowledge that, during the term of this Agreement, certain confidential information of a special and unique nature may be disclosed to each other. Accordingly, each Party must protect confidential and exempt records received from the other Party in a manner that will not permit the personal identification of a student or his or her parent by persons other than those authorized to receive the records.
2. To the extent authorized by law, each Party covenants and agrees that neither it nor its employees shall at any time during or following the term of this Agreement, either directly or indirectly, (a) disclose, or allow to be disclosed, to any person, organization, or entity in any manner whatsoever any confidential information except as specifically authorized hereunder, or (b) use any confidential information for any purpose whatsoever, except as strictly necessary to perform its duties as specified in this Agreement. Each Party shall restrict disclosure of confidential information to its employees with a need to know such information in order to perform its duties as specified in this Agreement and shall advise such employees of their obligations with respect to the confidential information and the potential sanctions for violation thereof. Each Party shall protect the other Party's confidential information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care and in accordance with state and federal law, regulations, and the respective agency's information security policies.

3. A Party shall immediately notify the other Party in writing in the event of any unauthorized use or disclosure of confidential information and assist in remedying such unauthorized use or disclosure, as requested by the Party whose information has been disclosed (which shall not limit other remedies provided herein or by applicable law). The Party whose confidential information has been disclosed, in addition to and not in limitation of any of the rights, remedies or damages available to it by law or in equity, shall be entitled to a temporary or permanent injunction to prevent or restrain further breach by the other Party.
4. All confidential information shall be and remain the property of the disclosing Party notwithstanding the subsequent termination of this Agreement. The receiving Party shall, within ten (10) days of the disclosing Party's written request, return all confidential information (including any copies thereof) or certify in writing that all confidential information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently delete such confidential information from any computer hardware, media or other equipment.
5. All data will be transferred and maintained in a secure manner in accordance with all applicable federal and state requirements relating to privacy and confidentiality including, but not limited to, U.S.C. section 552(A) (The Privacy Act of 1974, Public Law 93-579). Automated records shall be stored in secured computer facilities with strict Automatic Data Processing (ADP) controls, protecting access to confidential information to those with access authorization.
6. Each Party acknowledges that it has a responsibility to perform its responsibilities in accordance with the Federal Family Educational Rights and Privacy Act (FERPA) and 20 U.S.C. Section 1232g, as implemented by regulations of the U.S. Department of Education, 34 CFR Part 99. These federal statutes and regulations are hereinafter collectively referred to as "student records laws."
7. The Parties agree that each file created from District data may include personally identifiable information from "education records" as defined in 20 U.S.C. Section 1232g(a)(4)(A).
8. Under no circumstances shall the receiving Party disclose personally identifiable information received from the disclosing Party under this Agreement as to a student to any third Party except as provided by FERPA and by the Revised Code of Washington (CW) and in accordance with this Agreement.
9. The Parties agree that each Party shall, within one day of discovery, report to District any use or disclosure of covered data and information not authorized by this agreement to the District.

F. Duration

1. This Agreement replaces all prior data sharing agreements that may have been entered into between the Parties.
2. Term. This Agreement shall commence upon the date of the last signature of the Parties to this Agreement, and shall continue in effect for two years thereafter unless and until terminated in accordance with its provisions. Thereafter, this Agreement will automatically renew for a period of one year, unless and until either Party notifies the other Party of its intent not to renew within thirty (30) days prior to the expiration date of this Agreement or unless this Agreement is sooner terminated in accordance with its provisions.
3. Termination. Upon termination; the Parties who are required to, must destroy confidential data from any computer hardware, media or other equipment.

G. Contact Information

The following designated individuals (Contract Managers) will conduct the administration and technical direction of this Agreement for the Parties:

For the Washington School Information Processing Cooperative:

Marty Daybell, Executive Director
WSIPC

2121 West Casino Road
Everett, WA 98204-1472

Phone: 425-349-6610

Fax: 425-349-6605

Email: mdaybell@wsipc.org

Copy

For the Guerilla Development Company d/b/a School Data Solutions:

Joe Tansy, President

1320 W. Chaucer Ave

Spokane, WA 99208

Phone: 509-688-9536

Email: joe@schooldata.net

For the District:

Name, Title Susanne M. Walker, Superintendent

Address Line 1 18560 1st Ave N.E.

City, State, Zip Shoreline, WA 98155

Phone: 206-393-4203

Fax: 206-393-4204

Email: sue.walker@shorelineschools.org

H. Notices

1. All notices under this Agreement must be provided to the authorized officials identified in Section G.

I. Miscellaneous

1. This Agreement contains the entire understanding between the Parties hereto and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.
2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.
3. This Agreement and the rights and obligations of the Parties hereunder shall not be assignable, in whole or in part.
4. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by the Parties to this Agreement. No course of dealing between the Parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any Party under or by reason of this Agreement.
5. No delay on the part of either Party in exercising any right hereunder shall operate as a waiver of such right. No waiver, express or implied, by either Party of any right or any breach by the other Party shall constitute a waiver of any other right or breach by the Party.

J. Approval

The undersigned authorized officials of WSIPC, SDS and District commit their respective organizations to the terms of this Agreement.

Shoreline School District:

WSIPC:

By:

By:

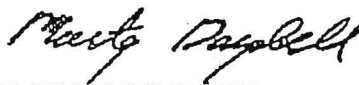
Name:

Name:

Sign:



Sign:



Print: Susanne M. Walker

Print: Marty Daybell

Title: Superintendent

Title: CEO

Date: 7-26-12

Date: 9/4/12

Copy

SDS:

By:

Name:

Sign:



Print:

Joseph Tansy

Title:

President

Date:

9/4/12