Business Services Department
Approval:
Date: \$\frac{14}{14} \ \frac{18}{18}

# Amendment P

# Destiny® Resource Management™ Agreement

Marysville Joint School District Quote # 1025308-1 Customer # 0436697 August 13, 2018

This Amendment is made part of the Destiny Resource Management Agreement between Follett School Solutions. ("Follett") and Marysville Joint School District ("you") in Marysville, CA dated February 27, 2007 (the "Agreement") is effective August 13, 2018. Any capitalized terms not defined in this Amendment have the meanings given them in the Agreement.

The prices and terms in this Amendment will be held open and valid until September 21, 2018.

Modifications to the Agreement

You and Follett (the "parties") agree to amend the Agreement, notwithstanding anything to the contrary in the Agreement, as follows:

Summary of Software and Services: Year 1 Costs	Pricing
The total dollar amount included in this Amendment is	\$699.00
Software License	

- Destiny Textbook Manager™ for one (1) location(s)
  - Online access to over 800,000 textbook title records
  - Online documentation and Help
  - Note: Textbook Manager is designed specifically as a tool for District/School textbook management

# PRODUCTS REMOVED FROM FOLLETT DESTINY SOLUTION AGREEMENT

# **Software License**

 Destiny Library Manager (s) removed for one (1) location(s) from Amendment O dated May 4, 2018 (\$1,500.00)

\$2,199.00

 One (1) Destiny Library Manager (s) removed. Your Annual Software and Maintenance Fee will decrease by \$577.50. This decrease will be prorated and reflected in your next Annual Software and Maintenance Fee.

## PLEASE NOTE:

- Data conversion and data enhancement services costs are not included.
- Implementation services costs are not included.





- All other terms of the Agreement (and, if applicable, as amended) remain in full force and effect.
- All pricing is listed in United States dollars.
- Payment terms are Net 30 days after delivery.
- To the extent allowable by law, this Amendment is strictly confidential.

# Annual Licensing and Maintenance Costs Starting Year 2\*

# **Software License**

- Destiny Textbook Manager for one (1) location(s)
  - o Online access to over 800,000 textbook title records
  - o Online documentation and Help
  - Note: Textbook Manager is designed specifically as a tool for District/School textbook management
- District Technical Support includes:
  - o Toll-free telephone technical support for designated Customer contacts
  - o 24/7 customer Web Portal, with searchable online knowledge base
  - o Unlimited email support
  - Resource Center (how-to's, training tools, and videos)
  - Product updates

Total Annual Licensing and Maintenance Costs\*\*:

\$ 418.95

\*You must have paid or pay for all prior years' Annual Licensing and Maintenance Costs and renew maintenance for all sites and Management Systems at the same time in order to receive maintenance and updates.

\*\* Note: This new pricing will be reflected in your next annual renewal fee.

Note: The Follett Destiny Solution is a Schools Interoperability Framework (SIF) certified product based on the US SIF Specification. The Destiny SIF agent and SIF implementation services are sold by Kimono (web.kimonocloud.com).



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By signing below, you represent that you have read the terms of this Amendment, including those on the following pages, understand and agree to such terms, and are duly authorized to sign on behalf of the School District.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives as set forth below.

Follett School Solutions, Inc.  Docusigned by:		Marysville Joint So	chool District
Signature: Print Name: Title: Address:	Path Path Path Path Path Path Path Path	Signature: Print Name: Title: E-mail Address: Address:	Michael Hodson  Assistant Superintendent Business Services  mhodson@mjusd.k12.ca.us  1919 B Street
Data	8/13/2018	Date:	Marysville, CA 95901  August 28, 2018
Date:		Date.	7.0900120,2010

To ensure your implementation starts when planned and goes smoothly, please provide us with the information listed below:

- Ensure that the data on Schedule A is accurate (if attached). Initial each modification to Schedule A (if any).
- An authorized representative of your District needs to **sign above** using DocuSign. For additional assistance in using DocuSign please reference the following links:
  - o <a href="https://support.docusign.com/en/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing">https://support.docusign.com/en/articles/How-do-I-sign-a-DocuSign-document-Basic-Signing</a>
  - o https://support.docusign.com/en/articles/How-to-Sign-on-Paper-Recipient-View
- Please provide your consultant with the name and mailing address of the person to whom Follett should return a copy of the fully executed agreement.





# **Licensed School Sites\***

# Schedule A

\*Note: Licenses are transferable.

School or Site Name	Product Type (check all that apply)	Data Service	Digital Content Subscriptions
1) MARYSVILLE DIST IND STUDY 0422438   FLR: L0436697.000	Check all that apply)  Destiny Products:  Library Manager  Textbook Manager  Media Manager  Resource Manager	Data Service	Alliance A/V  Fountas & Pinnell  Lexile  Reading Program – AR/RC  Standards
			TitlePeek  WebPath Express  ABC-CLIO  ABDO  A.D.A.M.
			CountryReports  Soundzabound  Teachingbooks.net  Biblionasium Integration

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

**Grant Award Notification** 

<b>GRANTEE</b>	NAME AND ADDR	ESS /a	A.	17:50	CDE	<b>GRANT NUM</b>	BER
Gay Todd, S Marysville Jo	Superintendent pint Unified	MAJUST	W	FY	PCA	Vendor Number	Suffix
1919 B Stree	et CA 95901-3731	AUG OFFICE	k	18	14894	72736	00
Attention Gay Todd	27,000010101	AUG O ZO18	?		STANDA!		COUNTY
<b>Program Of</b>	fice Superintendent	Becalied by In			source Code	Revenue Object	, 58
<b>Telephone</b> 530-741-600	00				3550	8290	INDEX
	ant Program	chnical Education Im	provement Ac	t of 20	006		0615
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend. No.	Award Starting Date	Award Ending Date
DETAILS	\$110,358	0	\$110,358	}	0	July 1, 2018	June 30, 2019
CFDA Number	Federal Grant Number	Fede	ral Grant Nan	ne		Federa	I Agency
84.048A	V048A180005	Carl D. Perkins Ca	reer and Tech ement Act of 2		Education	Departmen	t of Education

I am pleased to inform you that you have been funded for the Carl D. Perkins Career and Technical Education Improvement Act of 2006.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original signed Grant Award Notification (AO-400) within 10 business days to:

Sarah Chambers, Staff Services Analyst
Career Technical Education Leadership Support Office
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

Sacialitetto, OA 90014-0901				
California Department of Education Contact	Job Title	25		
Charlene Cowan	Education Progra	ams Consultant		
E-mail Address		Telephone		
CCowan@cde.ca.gov	916-323-4747			
Signature of the State Superintendent of Public Instruction or Designee Date				
Iom Ionlateson		July 26, 2018		
CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS				
On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications,				
assurances, terms, and conditions identified on the	grant application (for grants v	vith an application process) or		
in this document or both; and I agree to con	nply with all requirements as	a condition of funding.		
Printed Name of Authorized Agent				
Gay Starkey	Superintendent	t		
E-mail Address		Telephone		
gstarkey@mjusd.com		530-749-6101		
Signature ( )	102	Dațe		
· Lley Starley	102	08/07/2018		

Date: 8 · 17 · 18



Revised July 18, 2018 Revised: June 20, 2018 Revised: May 18, 2018 March 8, 2018

Marysville Joint Unified School District

1919 B Street Marysville, CA 95901

Re: Proposal for DSA approved Modular Classroom Wing - Edgewater Elementary

Attn: Travis Barnett

Director, Facilities & Construction

American Modular Systems is pleased to provide our proposal for the DSA Classroom Wing with the District requested options as listed. Our pricing is based upon the AMS standard PC design and is referenced in this proposal and the conceptual floor plans dated 6-15-18 prepared by JK Architecture and attached to this proposal for reference.

Marysville Joint USD is utilizing the provisions of the Santa Rita Union School District Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved modular modular classroom wing, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50 + 15 lb floor load, 110 ULT wind load, 2013 CBC, Ss = 0.571, FOB Marysville.

Option 1: (1) 144x40 DSA Classroom Building (4 – 36x40 DSA Classrooms)		\$ 944,700
Casework		\$ 39,680
Factory Applied Hybrid Stucco – Vertical Surfaces Only		\$ 32,320
Indoor Bard Q-Tec HVAC		\$ 44,400
	Total	\$ 1,061,100

Per conceptual floor plan attached and refer to inclusions/exclusions list attached.

Terms:

Monthly progress payment net 20 days. Quote good for 60 days.

Schedule:

Signed Proposal
Colors
DSA Approval
Purchase Order

July 30, 2018
August 24, 2018
August 31, 2018
Sept. 10, 2018

Anticipated delivery March/April 2019

If Fire Sprinklers are required it will not allow for over-the-counter DSA approval.

#### Attachments/Exhibits:

Architect provided conceptual floor plan dated 6-15-18.

Thank you for the opportunity to provide our proposal. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Marysville Joint USD

Signature

Michael Hodson

Printed Name

Asst. Supt. of Business Services

Title

Date

Date

Date

American Modular Systems Inc.

Signature

Printed Name

Printed Name

PRESI MENT

Title

7/18/18

Date

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#### Inclusions:

#### Building Envelope:

- 2013 CBC, Per AMS PC
- Engineering & Design
- Standard delivery/Set-up
- Steel moment frame DSA PC design
- 22 ga. standing seam color metal roof, standard 2:12 steep pitch dual slope w/plywood sub-deck
- Reinforced wood floor system, 50 + 15
- 2"x4" wall framing
- Concrete foundation design only, PC based with 12" footings and 18" crawl space\*\*
- Foundation flashing
- Crane fees (120 Ton)
- R-19 roof insulation, R-13 walls
- Tempered, dual glazed, bronze anodized non-operable aluminum framed windows as shown (note sizing)

#### Exterior:

- FRP exterior doors
- Welded door frames
- Factory applied Hybrid stucco exterior Vertical surfaces only
- AMS Standard Dunn Edwards paint
- Custom wainscot color option
- 5 ft. front overhangs, 2 ft. rear overhangs
- Enclosed soffits
- Optional 3" schedule 40 down spouts (10 allowed)

#### Interior:

- 8' 6" to 10' vaulted T-bar ceilings with Armstrong 2'x4' lay-in mineral board ceiling tiles in classrooms
- (3) 8'x5' white markerboards per classroom
- AMS standard vinyl tack board interior wall covering over 1/2" gypboard
- Tandus carpet floor covering, rubber wall base
- Walk-off mats at entry
- Interior doors shall be solid core veneer wood with clear birch finish

#### Mechanical:

- Interior floor mount Bard Q-Tec HVAC system, single phase, (1) 5-ton unit per classroom
- Programmable T-Stats
- Standard ducted supply registers

#### Lighting, Electrical, Data:

- LED Interior lighting
- Occupancy sensors
- (1) AMS standard exterior light at each door, photocell
- Single phase interior wall electrical panel stubbed to outside
- All low voltage conduits in wall only stubbed to above ceiling

#### - Inclusions Continued -

#### Additional Features/Items:

- Wall mounted fire extinguisher
- Hose bib
- Casework as shown
- 8' x 4' T- Cubbles (each classroom)
- 15 If Base cabinets with countertop non locking (each Classroom)
- (2) 4' x 7' T locking cabinets (each classroom)
- Door hardware to be coordinated as required with District spec, Von Duprin L-99 as needed.
- Project/contract supervision as required
- One year warranty
- Sales tax

### Restrooms:

- Painted gypsum ceiling
- FRP walls
- Solid plastic partitions
- LED lighting
- Coved sheet vinyl flooring
- Wall hung fixtures

#### - Exclusions -

#### General Specification, Fees, and Site Requirements:

- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees
- HCD fees, site inspections/approvals
- Architect fees
- Union Labor
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval

#### Foundation, Foundation Prep:

- Concrete foundation, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all-weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions

#### Equipment and Devices:

- Fire alarm system
- Ramps/ramp transitions to grade
- Fire sprinklers/risers
- Exterior/interior drinking fountain



## - Exclusions Continued -

#### Electrical and Data:

- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion/security systems, cameras, keypads
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV

#### Site, Final Connection, Drainage and Plumbing:

- Full time supervision
- Temporary power/water/phone, job trailer, fencing, internet
- Dust control, project debris bin
- SWPPP
- Security, portable toilets, dumpster, storage
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground

#### Miscellaneous Exclusions:

- Sealing/waxing of finish floor coverings
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables, feminine hygiene dispensers
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination

#### Special Notes:

\*\* Concrete foundation design and engineering by AMS, installation by others. AMS is not responsible for quality of installation, inspections, nor acceptance of foundation. Any review performed by AMS shall be considered a courtesy to assist with the overall project success and does not remove the contractor's responsibility to comply with plans and specifications. Contractor performing foundation installations is responsible to ensure foundation is completed per plans, specifications, and meets tolerances for modular buildings as described in AMS drawings. In the event engineering is required to accommodate errors or omissions, rework or additional coordination/engineering, all expenses shall be reimbursed to AMS. In addition, a \$1,500 per hour back charge will occur if a delay due to grinding, leveling, etc... is required at time of installation.

District must provide an ALL-WEATHER truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, backfilling/compaction, unforeseen conditions.

AMS does not have the following included in our scope as listed above per the new requirements in 2013 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.

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July 18, 2018

To: Travis Barnett

Marysville Joint Unified School District Email: tbarnett@mjusd.k12.ca.us

From: Dan Sarich

Subject: Edgewater Elementary

Message: The following is a summary breakdown of the Edgewater Elementary 144x40 DSA Classroom Wing based upon the Santa Rita Facilities Services piggyback Contract:

#### Project: Edgewater Elementary

Line Item	Qty	Description	Unit Price	Extension
11	4 ea.	24x40 Classrooms	\$ 88,260	\$ 353,040
1 <b>J</b>	4 ea.	12x40 Module	\$ 44,130	\$ 176,520
5B	4 ea.	Stiffened Floors	\$ 3,660	\$ 14,640
9B	4 ea.	Vaulted Ceiling	\$ 14,490	\$ 57,960
29	2,912 sf	Upgrade Hybrid Stucco	\$ 11.10 sf	\$ 32,320
33	2,912 sf	Standard Lap Siding	\$ 10.20 sf	\$ 29,700
36	8 ea.	Windows	\$ 1,060	\$ 8,480
45	4 ea.	Exterior Doors	\$ 2,010	\$ 8,040
47	4 ea.	Interior Doors	\$ 840	\$ 3,360
50	8 ea.	Door Hardware	\$ 180	<b>\$ 1,440</b>
52	4 ea.	Welded Door Frames	\$ 300	\$ 1,200
54	4 ея.	Door Locksets	\$ 820	\$ 3,280
57	1,008 sf	Enclosed Soffit	\$ 70 sf	\$ 70,560
62	10 ea.	Downspouts	\$ 960	\$ 9,600
74	5,760 sf	Slurry Seal Rodent Barrier	\$ 3.20 sf	\$ 18,430
81	480 sf	Hardi Sub-Floor	\$ 2.90 sf	\$ 1,390
93	480 sf	Restroom Hard Lids	\$ 7.60 sf	\$ 3,640
97	20 ea.	Lower Base Cabinets	\$ 760	\$ 15,200
104	8 ea.	Locking Tall Storage Cabinets	\$ 1,780	\$ 14,240
107	8 ea.	Cubbies	\$ 1,280	\$ 10,240
117	4 ea.	Unisex Toilet	\$ 11,800	\$ 47,200
137	4 ea.	Instant-Hot	\$ 810	\$ 3,240
147	4 ea.	HVAC System	\$ 11,100	\$ 44,400
152	1 ea.	Supply Register	\$ 260	\$ 260
157	2 ea.	Exhaust Fan	\$ 460	\$ 920
161	45 ea.	Recep	\$ 110	\$ 4,950
163	8 еа.	GFCÌ	\$ 240	\$ 1,920
164	30 ea.	Data	\$ 90	\$ 2,700
165	4 ea.	Interior Light Switches	\$ 140	<b>\$</b> 560
166	1 ea.	STC	\$ 180	\$ 180
178	5 ea.	Dedicated Circuit	\$ 180	\$ 900
182	160 hrs.	Contract/Project Supervision	\$ 200 hr.	\$ 32,000
183	168 hrs.	Engineering & Design	\$ 340 hrs.	\$ 57,120
186	9 hrs.	120 Ton Crane	\$ 860/hr.	\$ 7,740
202	4 ea.	Whiteboard	\$ 420	\$ 1,680
225	5,280 sf	Carpet Upgrade	\$ 3.60 sf	\$ 19,010
226	4 ea.	Walk-off Mat	\$ 460	\$ 1,840
270	I ca.	Hose Bib	\$ 1,200	\$ 1,200
			Total	\$ 1,061,100

Business Services Department

Approval: WADate: 8/20/18

2855 E. Guasti Road, Suite 402 Ontario, California 91761 Phone: 909-937-9200

909-937-6161

Fax:

PBK,com

August 13, 2018



Travis Barnett
Director of Buildings and Grounds
Marysville Joint Unified School District
1919 B Street
Marysville, CA 95901

Re: Fee Proposal - School Facilities Program Support

Dear Travis:

On behalf of PBK, we want to express how much we genuinely appreciate the request of our firm to assist your team with providing School Facilities Program (SFP) Support for the Marysville Joint Unified School District (MJUSD).

PBK proposes to deliver services to facilitate state funding eligibility and support future applications for projects based on the scope of services as outlined herein. Our team maintains and perpetuates a positive office culture that is extremely fast-paced and client-oriented. We routinely "go the extra mile" to exceed our clients' expectations. It is truly our intent to become an extension of your staff, and create a seamless partnership in facilitating all services as proposed. We listen carefully to your objectives. We use parameters and constraints to generate unique, creative and cost-effective solutions and are able to facilitate team consensus-building that promotes a sense of ownership among all stakeholders.

#### I. SCOPE OF WORK:

As we understand, the MJUSD intends to review SFP New Construction Eligibility to see if moving forward with a full analysis makes sense. A very "light" look at New Construction will be done to review next steps with MJUSD. PBK will also review all sites owned by MJUSD to update the current State Allocation Board (SAB) 50.03 SFP Modernization Eligibility worksheets.

#### II. SCOPE OF SERVICES:

#### A. State School Facilities Funding

Draft forms and letters will be ready to sign/print on MJUSD letterhead.

- Request for Marysville Joint Unified School District (MJUSD) letter that will enable PBK and Hancock Park & DeLong, Inc. to represent the District with California Department of Education (CDE) and The Office of Public School Construction (OPSC).
- 2. Draft a Board of Education Resolution authorizing MJUSD to file eligibility and funding applications with OPSC.
- 3.Draft Letter to OPSC requesting copies of the MJUSD Lease-Purchase-Program (LPP) and SFP funding program records.



## B. Schedule, Process and Deliverables

- 1. Collect from OPSC, all prior OPSC eligibility and application submissions, for analysis of potential new/modernization eligibility.
- 2. Collect from MJUSD, facilities data/diagrams and 10/4/2017 Cal Pads enrollment data by school (with Special Ed enrollment breakout) for analysis of potential new/modernization eligibility.
- 3. Report new construction "light" eligibility potentials before moving forward. Report modernization state funding eligibility estimates by school based on 2017/2018 data.
- 4. Report options for state funding modernization grant application(s) for potentially qualified completed (reimbursement if construction contract was awarded after 8/28/98) or planned modernization projects, based on current eligibility numbers by school.
- 5. Prepare modernization eligibility application(s) SAB 50.03 for qualified, completed and planned modernization projects.
- **C.** Based on available eligibility, qualified projects, and MJUSD needs, MJUSD may pursue state funding for modernization and additions at multiple schools. The services below are provided by PBK, as applicable for the development of state grant facilities program applications through CDE and OPSC for all eligible projects.
- 1. Analyze potential modernization eligibility for state funding, baseline, facilities age, enrollment annual adjustment, and multi-year scenarios to determine the highest projected state grant eligibility.
- 2. Analyze potential **new construction eligibility** "light" for state funding, baseline, feeder data, and multi-year scenarios to determine the highest projected state grant eligibility.
- 3. Submit all documents to OPSC to establish and/or increase state grant eligibility.
- 4. Recommend projects for state funding applications including potential reimbursement.
- 5. Provide support related to facilities planning activities, including, but not limited to, entitlement, planning, design, construction and new school facilities.
- 6. General research when that research provides a direct benefit to the MJUSD. Monitor regulations, legislation, OPSC, CDE, the Coalition for Adequate School Housing (CASH) and other industry or program related documents reports and communications.
- 7. Support and coordinate the state funding application worksheets.
- 8. Review plans for funding applications prior to architect's submittal to DSA, or kick-off of project.
- 9. Recommend project variations such as alternative space identification, sequencing, scope splitting/combining, alternative use of grants and DSA courtesy reviews.
- 10. Verify compliance with competitive selection of design professionals, CEQA, DTSC, Title 5, mandatory construction contractor prequalification, DIR PWC-100 / project & contractor registration, and applicable California code and regulatory requirements for state funding.
- 11. Develop state funding scenarios and alternatives.
- 12. Provide coordination and support for agency approval including, but not limited to, California Department of Education (CDE) and Office of Public School Construction (OPSC).
- 13. Submit documents for grant application for qualified project(s).
- 14. Respond to and adjust application eligibility documents during review and approval with OPSC.
- 15. Any other work as directed by the District and mutually agreed upon.



## III. COMPENSATION:

#### A. Basic Services

Based on the above noted construction budget, compensation for Basic Services to facilitate design through closeout of this project as noted above shall be a NOT TO EXCEED OF Thirty Thousand dollars (\$30,000). This will be on an hourly basis of \$165 per hour.

#### IV. ADDITIONAL SERVICES:

If additional work is required beyond what is noted above, PBK will provide services at the Hourly Rate of \$165. No additional services will be performed without receiving written permission from the District.

#### V. REIMBURSABLE EXPENSES:

- A. The following reimbursable expenses are anticipated for the project. All reimbursable invoices will include associated back-up receipts. There will be no mark-up on reimbursable expenses. Reimbursable expenses will be limited to the following:
  - Estimated Reimbursable Printing Expenses: \$3,000.00
     Printing of Drawings as needed for State submittals.
  - 2. Travel Allowance for Basic Services:

\$1,500.00

A travel allowance for airfare, hotel, rental car and parking would be established for necessary trips required for the State submittals.

PBK brings tireless energy, enthusiasm and thoughtfulness to each and every project we are fortunate enough to touch. We pride ourselves on being able to present resourceful and creative solutions to our clients, who in turn, can decide which options best fit their needs.

Again, thank you for this opportunity to serve the needs of the Marysville Joint Unified School District. Our team stands poised and ready to roll up our sleeves to assist you and your colleagues with the development of a state funding program.

All of us at PBK are grateful for the opportunity to submit this proposal. Please do not hesitate to call at any time if you should have any questions.

Principal, PBK

Sincerely

cc: Gary Gery, PBK Chris Cunico, PBK Roy Montalbaño, PBK Marco Eacrett, PBK Betty Chapman, PBK

#### SCHOOL INSPECTION AGREEMENT

#### Between

#### CSI: California School Inspections, LLC

#### And

#### MARYSVILLE JOINT UNIFIED SCHOOL DISTRICT

This SCHOOL INSPECTION AGREEMENT is entered into this <u>28<sup>th</sup> day of August</u>, <u>2018</u> (the "Agreement") by and between Marysville Joint Unified School District, (hereinafter "District"), and CSI: California School Inspections, LLC, a California company (hereinafter "CSI"), each being a "Party" and collectively the "Parties".

#### RECITALS

WHEREAS, CSI is specifically skilled, trained, experienced, and competent to render the Services (as defined below); and

WHEREAS, it is necessary and desirable that CSI be retained by the District for the purpose of performing the Services on the terms and conditions of this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

- 1. Agreement Period. The "Agreement Period" begins August 28th, 2018 (the "Effective Date") and will automatically expire on December 31th, 2018 (the "Expiration Date").
- 2. <u>Services</u>. During the Agreement Period, CSI agrees to provide to District and District agrees to purchase the services below (the "Services").

#### Inspection Services.

- (i) CSI shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide CSI's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection").
- (ii) The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.
- (iii) CSI shall provide an initial draft of the FIT to District for review. Subject to CSI's right to conduct an additional inspection of the School Facility, if the District completes and signs CSI's form of liability waiver and certifies that the School Facility conditions listed as deficient or extremely deficient on the FIT have been repaired and such conditions are now in "good repair" (as defined in the CEC), CSI may, at its sole and absolute discretion, update the rating set forth in the final draft of the FIT.
- (iv) Upon completion of the Inspection and District's approval of the final FIT, CSI shall deliver to District one (1) electronic copy of the FIT report for each school and all the photographs taken related to the FIT

#### 3. Payment of Fees.

- a. <u>Fees</u>. For the Services provided pursuant to the terms of this Agreement, District agrees to pay CSI <u>\$8.800</u> (the "Fee") as indicated in the "Price Quote for Services.
- b. <u>Payment Plan</u>. The Fee is payable in two installments, 1<sup>st</sup> installment (\$4,400) due upon signing Agreement and second installment (\$4,400) due upon delivery of Final FIT to District.
- c. <u>Travel: Lodging Expenses</u>. All travel and lodging expenses incurred by CSI in connection with the Services are included in the Fee.
- d. Fee is a not-to-exceed amount and includes any and all reimbursables.

Business Services Department
Approval : \_\_\_\_\_

Date: & IB/ 8

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- <u>District Acknowledgement</u>. District hereby acknowledges and agrees to the following: (a) the FIT contains the minimum inspection criteria required by the CEC; (b) if an Inspector determines that a condition not expressly identified in the FIT constitutes a deficiency, the Inspector may note such deficiency on the FIT; (c) while some critical conditions are identified on the FIT as extreme deficiencies, the list under each section of the FIT is not exhaustive; (d) in the opinion of CSI, if a condition deficiency requires immediate attention and, if left unmitigated, could cause severe and immediate injury, illness or death of the occupants, an Inspector may record this deficiency as an extreme deficiency and generate a poor rating; (e) the FIT is designed to evaluate each School Facility within a reasonable range of facility conditions and it is possible that the Inspector may identify critical School Facility conditions that result in an overall school rating that does not reflect the urgency and severity of those deficiencies and/or does not match the ratings description on the FIT and in such instances, the Inspector may reduce the resulting school score by one (1) or more grade categories and describe the reasons for the reduction in the FIT; (f) the Inspector cannot be expected to discover all defective conditions of a School Facility and therefore the opinion of the Inspector or CSI may not accordingly reflect the actual condition of the School Facility or School Facilities; (g) the Inspector and the Inspection are limited by the terms and conditions of this Agreement and the fact that the Inspection is a visual inspection only; (h) neither CSI nor the Inspector shall conduct any repairs or contract to repair any deficient items reported on the FIT; (i) the Services provided herein do not include assistance relating to the California Office of Public School Construction's Deferred Maintenance Program or School Facility Program; (j) CSI is not a building, engineering, plumbing, roofing, electrical, fire protection, flooring or warm air heating, ventilation or air conditioning contractor; and (k) the Inspection Services provided hereunder are for the limited purpose of conducting a visual inspection of the School Facility to complete the FIT and provide an opinion of the rating of the School Facility in order to compile such information into the SARC for District.
- 5. <u>Waiver</u>. District hereby voluntarily waives, releases and forever discharges, and has no right to make a claim or file a lawsuit against CSI or any persons associated with CSI for any injuries (including death or damage to property) resulting from CSI's performance of its obligations under this Agreement, including, without limitation, the Inspection and completion of the FIT, unless and only to the extent that such damage is caused by the willful misconduct of CSI.
- 6. Limitation of Liability; Indemnification. In no event shall CSI's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by CSI under this Agreement. CSI shall not be liable for any consequential damages.
  - a. District shall defend, indemnify and hold harmless CSI and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to CSI's performance of the Services, unless it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
  - b. CSI shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contact, statute, or otherwise, arising out of or in connection with or relating to CSI's performance of the Services if it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
- 7. Entire Agreement. This Agreement, including, without limitation, the Standard Terms and Conditions attached hereto as Exhibit A and the Price Quote for Services, is the final expression of, and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
- 8. Exhibits. All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.

9. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, including copies sent to a Party by facsimile transmission or in portable document format (pdf), as against the party signing such counterpart, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and CSI have made and executed this Agreement as set forth below

CSI:		DISTRICT:	
Californi	a School Inspections, LLC	MARYSVILLE DISTRICT	E JOINT UNIFIED SCHOOL
Signature: Date Signed:	Joey C. Luis 8/17/2018	Signature: Date Signed:	
Print Name:	Joseph Conrad Luis	Print Name:	michael Hobson
Title:	General Manager 5355 Brentford Way	Title:	Asst. Supt. de Busness Service
Address:	El Dorado Hills Ca	Address:	Maysville CA 95901
Phone:	916.960.7270	Phone:	530-749-6115
		Fax:	530-742-0573
Email:	iosephconradluis@gmail.com	Email	includent much cal

#### **EXHIBIT A - STANDARD TERMS AND CONDITIONS**

- I. Scope of Services; Independent CSI. CSI's services purchased by Customer and described in the Agreement (the "Services") detail the initial scope of services anticipated by CSI as of the effective date of the Agreement ("Initial Scope of Services"). District acknowledges that the Fee (as defined below) is based on this Initial Scope of Services. If CSI determines that the Initial Scope of Services may be or has been increased anytime during the Agreement Period, CSI reserves the right to increase the Fee to compensate for the unanticipated or additional services. This Agreement is not for lobbying services and CSI is not being retained to provide lobbying services to District. The parties agree that CSI is an independent contractor and the Agreement shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, association or any other relationship.
- 2. Payment. For purposes of the Agreement, the Fee and any other applicable fee pursuant to the Agreement shall be collectively referred to herein as the "Fee" or "Fees." District acknowledges that the Fees are based on the Initial Scope of Services anticipated by CSI as of the date of this Agreement. The Fees shall be billed to District and District shall pay the entire amount within thirty (30) days after District receives CSI's invoice.
- 3. Termination. Either party may terminate the Agreement, with or without cause, by delivering written notice of termination to the other party not later than thirty (30) days prior to expiration of the Agreement Period. The effective date of termination shall be the expiration of such Agreement Period. Upon termination, CSI will invoice District for any Foes owing and District shall pay the full invoice amount within thirty (30) days after receipt of CSI's invoice. If District terminates this Agreement, it shall not be entitled to any reimbursement of the Fee. Except as set forth in this Section 3, neither party shall have any liability to the other for damages resulting solely from a party's termination of this Agreement in accordance with this Section 3.
- 4. Notice. All Agreement notices must be in writing, directed to the party's address set forth below such party's signature in the Agreement and shall be deemed to be received in accordance with the following: (a) in the case of personal delivery, on the date of such delivery; (b) in the case of facsimile transmission, on the date upon which the sender receives confirmation by facsimile transmission that such notice was received by the addressee, provided that a copy of such transmission is additionally sent by mail as set forth in (d) below; (c) in the case of overnight courier, on the second business day following the day such notice was sent, with receipt confirmed by the courier; and (d) in the case of mailing by first class certified mail, postage prepaid, return receipt requested, on the fifth business day following such mailing. A party may change the address stated in the Agreement by giving notice to the other party.
- 5. District's General Responsibilities; District Acknowledgment. During the Agreement Period, in addition to the obligations set forth in the Agreement, District is responsible for the following: (a) ensuring that District, its employees and contractors properly identify and comply with laws and regulations applicable to District's activities; (b) completing any documents required by CSI for any service obtained by District; (c) importing only data that reflects student performance to the grade level into the school site plan to ensure confidentiality and consistency with FERPA guidelines; and (d) monitoring assignments of login and passwords to assure FERPA compliance. District acknowledges that CSI's full, accurate and timely performance under this Agreement is materially dependent upon District's reasonable cooperation and assistance. District further acknowledges that CSI's Initial Scope of Services and Fee presume a reasonable amount of cooperation and assistance from District, such as District's timely provision of certain information, documentation and personnel. CSI has explained its requirements in this regard to District and District agrees to meet these requirements.
- Further Assistances. Upon request of the other party, CSI or District shall execute and deliver additional instruments and take additional actions as may be necessary or appropriate to perform the Agreement.
- 7. Assignment Prohibited. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of the provisions of this Section 7 shall be null and void.
- 8. Family Educational Rights and Privacy Act ("FERPA"); California Education Code. CSI may have limited access to student information only for purposes of providing the legally required notification services, if any, specified in this Agreement. CSI performs the Services as an agent of District and has no right to access or utilize student information for any other purpose. CSI, its officers and employees, shall comply with the Family Educational Rights and Privacy Act and California Education Code Sections 49073 et seq. at all times.
- 9. Confidential and Proprietary Materials of CSI. During performance of the Agreement, CSI may provide materials or disclose information to District that CSI considers proprietary or confidential including, but not limited to CSI's training handbooks, policy manuals, instructions, copyrighted checklists and forms ("CSI's Materials"). District agrees that District acquires no interest of any kind in CSI's Materials. At all times during and after the Agreement Period, District agrees (a) to keep CSI's Materials in confidence and trust for CSI; (b) not to disclose, duplicate or otherwise use CSI's Materials, except in furtherance of CSI's performance per the Agreement; (c) to limit access to CSI's Materials to District's employees and/or contractors who have a "need to know;" and (d) to promptly return all copies of CSI's Materials to CSI after a request is made.
- 10. Limitation of Liability; Indemnification. In no event shall CSI's liability to District, for any reason arising out of this Agreement, exceed the amount of the Fee actually received by CSI under this Agreement. CSI shall not be liable for any consequential damages. District shall defend, indemnify and hold harmless CSI and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contract, statute or otherwise, arising out of or in connection with or relating to CSI's performance of the Services, unless it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct. CSI shall defend, indemnify and hold harmless District, and all of its agents, directors, officers and employees from and against any and all claims, liabilities, losses, damages, judgments, costs and expenses (including attorneys' fees) and threats thereof, whether arising in tort, contact, statute, or otherwise, arising out of or in connection with or relating to CSI's performance of the Services If it is finally determined to have arisen solely from CSI's gross negligence or willful misconduct.
- 11. Governing Law; Enforcement Costs. The Agreement shall be governed by and construed in accordance with the aubstantive laws of California. If any legal action (including arbitration) is commenced to enforce the Agreement's terms or a party's rights or obligations under this Agreement, then the prevailing party shall be entitled to recover all fees and costs incurred by the action, including reasonable attorneys' fees and arbitrators' fees, in addition to any other relief to which the party may be entitled.
- 12. Judicial Reference. In the event a dispute is not resolved through discussions and negotiations among the parties, the dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638 et seq., as modified by the provisions of this Section 12, and any subsequent provisions mutually agreed upon in writing by the parties. The reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code. The parties shall be allowed to conduct discovery in the manner provided by Code of Civil Procedure Section 2017 et. seq. BOTH PARTIES HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.
- 13. Modification; Interpretation; Severability; Construction. No modification or supplement to any provision of the Agreement shall be valid, unless executed in writing by both parties. No provision of the Agreement shall be construed to require the commission of any act contrary to law. If any term, provision, covenant or condition of the Agreement is held to be invalid or otherwise unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. CSI shall have the full power and authority to interpret, construe and administer the Agreement and CSI's determination shall be binding and conclusive on the parties for all purposes. The headings preceding each Section and subsection of this Agreement are solely for convenience of reference only, are not part of the Agreement, and shall be disregarded in the interpretation of any portion of the Agreement. Whenever required by the context of the Agreement, the singular shall include the plural and the measualine shall include the feminine and vice versa. The Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs, Sections, subparagraphs and subsections are to the Agreement.
- 14. Walver. Either party's failure at any time to enforce any default or right reserved to it, or to require performance of any of the Agreement's terms, covenants, provisions by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.
- 15. Force Majeure. A party shall not be liable under the Agreement as a result of any delay, failure or interruption caused by the other party or third parties, an act of God, acts or orders of governmental authorities, acts of civil or military authorities, catastrophes or other cause (other than financial) beyond the party's reasonable control, and such nonperformance will not be a default hereunder or a ground for termination of the Agreement

#### EXHIBIT B - DISTRICT SCHOOLS TO BE INSPECTED

- 1. Arboga Elementary
- 2. Browns Valley Elementary
- 3. Cedar Lane Elementary
- 4. Community Day School/Independent Study
- 5. Cordua Elementary
- 6. Covillaud Elementary
- 7. Dobbins Elementary
- 8. Edgewater Elementary
- 9. Ella Elementary
- 10. Foothill Intermediate
- 11. Johnson Park Elementary
- 12. Kynoch Elementary
- 13. Linda Elementary
- 14. Lindhurst High
- 15. Loma Rica Elementary
- 16. Marysville Charter Academy for the Arts
- 17. Marysville District Independent Study
- 18. Marysville High
- 19. McKenney Intermediate
- 20. Olivehurst Elementary
- 21. South Lindhurst Continuation High
- 22. Yuba Feather Elementary
- 23. Yuba Gardens Intermediate

#### **EXHIBIT C - SCOPE OF WORK**

CSI will conduct an inspection of each school site using the California Department of Education's mandated Facility Inspection Tool (FIT) created by the Office of Public School Construction (OPSC) pursuant to the Williams Act. This is a visual inspection covering the following areas:

- 01. GAS LEAKS
- 02. MECH/HVAC
- 03. SEWER
- 04. INTERIOR SURFACES
- 05. OVERALL CLEANLINESS
- 06. PEST/VERMIN INFESTATION
- 07. ELECTRICAL
- 08. RESTROOMS
- 09. SINKS/FOUNTAINS
- 10. FIRE SAFETY
- 11. HAZARDOUS MATERIALS
- 12. STRUCTURAL DAMAGE
- 13, ROOFS
- 14. PLAYGROUND/SCHOOL GROUNDS
- 15. WINDOWS/DOORS/GATES/FENCES

CSI shall have an Inspector to conduct one (1) visual inspection of each school facility of District (each a "School Facility" and collectively, "School Facilities") for the limited purpose of completing the "FIT" developed by OPSC, provide CSI's opinion as to (A) whether each School Facility is in "good repair" as defined in the California Education Code ("CEC") Section 17002(d)(1); and (B) each School Facility "rating" pursuant to CEC Section 17002(d)(2) (the "Inspection"). The Inspector shall take photographs of the conditions such Inspector determines, in his or her sole and absolute discretion, to be deficient.

#### AN OVERVIEW OF THE CALIFORNIA STUDENT DATA PRIVACY AGREEMENT

Introduction: Since the passage of AB 1584, (now found at California Education Code section 49073.1), school districts have struggled to incorporate its required provisions in their contracts with digital providers. Two reasons account for a large portion of these difficulties. First, school districts often do not have the legal resources to negotiate with legally compliant privacy provisions, especially when they are negotiating with digital providers who may be resistant to change contract provisions the providers have crafted for their own purposes often at considerable expense. Second, other school districts are often reluctant to adopt the products for their school district, especially if they do not know whether these other agreements have been legally reviewed, and by persons who are comfortable in the new law of data privacy.

The California Student Data Privacy Agreement (referred to here as the "DPA") attempts to tackle these two challenges head on. First, it has been reviewed by several sets of legal and subject matter experts ranging from the Federal government, private attorneys, and educators working in the data privacy field both within the State of California and beyond. Users of this document can know, with a high degree of confidence, that it meets both the requirements of Federal and California State law.

School districts using this DPA for their digital contracts can, by uploading the executed DPA into the California Student Privacy Alliance ("CSPA") website, make the DPA available for use by other school districts. This includes school districts both within California and outside of California, since California is now a member of a nationwide data contract exchange maintained by the Student Data Privacy Consortium ("SDPC").

<u>Practical Document</u>: Legal compliance was not the only objective of the drafters of this DPA. They also sought to make this a practical and useful document; therefore this document contains provisions that will be of assistance to those persons, at the District and the Vendors who will administer the digital program established by the underlying agreement. We will briefly note some of the more important provisions of the DPA:

- (a) Nature of Digital Services: Paragraph 2 of Article I of the DPA describes the service to be provided by the digital vendor. Such a description is often missing in many digital contracts. Having a short and workable summary of the services will also provide a description of the benefits of such a service to members of the educational community, a vital component in the acceptance and dissemination of educational digital products.
- (b) Types of Data to be Transferred: Paragraph 3 of Article I, provides an opportunity for the Vendor and the District to list the types of student data that the providers will need in order to perform its services. This listing can be accomplished either by listing the types of data to be transferred in the text of the DPA or by checking the data "boxes" in Exhibit B, the Schedule of Data, attached to the DPA.

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Business Services Department Approval : ////

Date: 8/21/18

- (c) Descriptions of Data Security. This provision is found at Paragraph 1 of Article V. It was perhaps the most challenging section of the DPA, especially given the lack of specific data security requirements in California law. We therefore resorted to some helpful categories of data protection, (including regulating Provider Subprocessors, a topic often neglected in the law). The paragraph while also allowing the provider to flesh out their security measures in an attachment to the DPA. We are optimistic that provider attachments will increase public confidence in digital products, because it has been our experience that many digital providers have elaborate and robust data security systems.
- (d) *Definitions:* In development of the DPA, we found that different laws used identical terms but with different meanings. To avoid confusion and enable all stakeholders to understand the DPA, we felt an important component was a Definition of Terms or Exhibit C.

<u>Partnership</u>: Readers of this DPA may detect a more "neutral" tone than that found in many DPAs and which takes into account provider interests. This includes the creation of commensurate data protection duties for school districts. This approach is deliberate. The authors of this DPA believe that to be effective, digital contracts must create a partnership, a recognition that is as vitally important to providers as well as school district to protect the integrity of student data.

<u>Scalability</u>: Perhaps the most ambitious section of the DPA is the "General Offer of Terms" by the Provider regarding student data privacy rights. Providers making this voluntary offer (found at Exhibit "E"), agree to be bound to the same privacy terms as found in the DPA to other, future school districts who also sign the DPA. Why would a provider ascribe to this offer? Because they, like school districts, also wish to avoid the transaction costs and uncertainties of separately negotiating the privacy sections of their data agreements with individual school districts. They are also protected by the fact that the privacy offer does not include such items as pricing, which the providers are free to negotiate separately, and by the limited duration of the offer.

<u>Length</u>: The drafting of contracts frequently involves the sacrifice of certain principles. Here the sacrificed quality may be compactness. This DPA is rather long, but it is long for four reasons. First, it hopes to be versatile and used in a number of settings. To do so it must be comprehensive. Secondly in order to be useful, it employs several attachments which could, in the appropriate circumstances, be discarded. Third, the formatting and font size is generous for ease of reading. The font size can be decreased. Finally, the world of digital education is complicated and changing. Perhaps it is in this is the one context where we can venture to say that brevity is not a virtue.

Mechanics: Here are a few practical tips to help you complete the DPA:

The DPA is provided in .pdf format with fillable fields. To see the text that needs to be replaced, hover over the fillable fields. On a MAC, to see the text that needs to added, you may need to hover on the fillable field and select Control.

On the specified pages, you will need to:

## On Cover Page:

Locate fillable field Insert Name Of School District or Local Education Agency and insert the name of your LEA. Locate fillable field Insert Name of Provider and insert the name of the Provider.

Locate fillable field Date of Service Agreement and insert the actual date of the agreement.

#### On Page 1:

Locate fillable field Insert Name Of School District or Local Education Agency and insert the name of your LEA.

Locate fillable field Insert Name of Provider and insert the name of the Provider.

Locate fillable field Insert Date and insert the date of the agreement.

Locate second fillable field Insert Date and insert the date of the agreement.

#### On Page 2:

Locate fillable field Insert Brief Description of Services and insert See Exhibit A or mark Not Applicable.

#### On Page 3:

Locate fillable field **Insert Categories of Student Data to be provided to the Provider** and insert See Exhibit B or mark Not Applicable.

#### On Page 8:

Locate fillable field Insert County and insert the name of the jurisdictional county.

#### On Page 9:

Locate fillable field Insert Name of School District or LEA and insert the name of the LEA.

Locate fillable field Signature No Electronic Signatures Allowed and manually sign the CDSPA.

Locate fillable field Date of Service Agreement and insert the date signed by the LEA.

Locate fillable field Printed Name and insert the name of the individual signing on behalf of the LEA.

Locate fillable field Title/Position and insert the title/position of the individual signing on behalf of the LEA.

Locate second fillable field Insert Name of Provider and insert the name of the Provider.

Locate second fillable field Signature No Electronic Signatures Allowed and manually sign the CDSPA.

Locate second fillable field Date of Service Agreement and insert the date signed by the Provider.

Locate second fillable field **Printed Name** and insert the name of the individual signing on behalf of the Provider.

Locate second fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Provider.

#### On Page 10:

Locate fillable field **Insert Detailed Description of Services Here** found as Exhibit A and insert Description of Services or mark Not Applicable.

# On Pages 11-12:

Locate fillable fields Check If Use By Your System and check appropriate data element boxes.

#### On Page 16:

Locate fillable field Insert Additional Data Security Requirements Here found as Exhibit D and insert Data Security Requirements or mark Not Applicable.

# For Providers who wish to sign the General Offer of Terms:

#### On Page 17 #1 Offer of Terms:

Locate fillable field Insert Name of Initiating LEA and insert the name of the initiating LEA.

Locate fillable field Insert Date and insert the date of the original initiating DPA.

Locate fillable field Insert Provider Name and insert the name of the Provider.

Locate fillable field Signature No Electronic Signatures Allowed and manually sign the General Offer of Terms.

Locate fillable field **Date** and insert the date signed by the Provider.

Locate fillable field **Printed Name** and insert the name of the individual signing on behalf of the Provider.

Locate fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Provider.

For Subscribing LEAs who wish to accept the General Offer of Terms signed by a given Provider:

# On Page 17 #2 Subscribing LEA (without making any changes to #1)

Locate fillable field Insert Subscribing LEA Name and insert the name of the LEA.

Locate fillable field Signature No Electronic Signatures Allowed and manually sign the General Offer of Terms.

Locate fillable field Date and insert the date the Subscribing LEA accepts the General Offer of Terms.

Locate fillable field **Printed Name** and insert the name of the individual signing on behalf of the Subscribing LEA.

Locate fillable field **Title/Position** and insert the title/position of the individual signing on behalf of the Subscribing LEA.

Common Use and the Future: 00618-00001/3372594.1

# CALIFORNIA STUDENT DATA PRIVACY AGREEMENT Version 1.0

	and	
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This California Student Data Privacy A	greement ("DPA") is entered into by and be	tween the
	(hereinafter referred to as "LEA") and	
	(hereinafter referred to as "Provider") on	(i)
The Parties agree to the terms as stated	herein.	

#### RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated Agreement"); and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal and statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

WHEREAS, the documents and data transferred from California LEAs are also subject to several California student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act (sometimes referred to as either "SB 1177" or "SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms", agrees to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

**NOW THEREFORE**, for good and valuable consideration, the parties agree as follows:

## ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, SB 1177 (SOPIPA), and AB 1584. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA. Control duties are set forth below.
- 2. <u>Nature of Services Provided</u>. The Provider has agreed to provide the following digital educational services described below and as may be further outlined in <u>Exhibit "A"</u> hereto:



3.	Student Data to Be Provided. In order to perform the Services described in the Service
	Agreement, LEA shall provide the categories of data described below or as indicated in the
	Schedule of Data, attached hereto as Exhibit "B":
1	

4. <u>DPA Definitions</u>. The definition of terms used in this DPA is found in <u>Exhibit "C"</u>. In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

#### ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA. All Student Data or any other Pupil Records transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.
- 2. Parent Access. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. <u>Separate Account</u>. Provider shall, at the request of the LEA, transfer Student generated content to a separate student account.
- 4. Third Party Request. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

- 5. <u>No Unauthorized Use</u>. Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.
- 6. <u>Subprocessors</u>. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree protect Student Data in manner consistent with the terms of this DPA

#### ARTICLE III: DUTIES OF LEA

- 1. Provide Data In Compliance With FERPA. LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, AB 1584 and the other privacy statutes quoted in this DPA.
- 2. <u>Reasonable Precautions</u>. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.
- 3. <u>Unauthorized Access Notification</u>. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.
- 4. <u>District Representative</u>. At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this DPA.

#### ARTICLE IV: DUTIES OF PROVIDER

- 1. <u>Privacy Compliance</u>. The Provider shall comply with all California and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, AB 1584, and SOPIPA.
- 2. <u>Authorized Use</u>. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.
- 3. <u>Employee Obligation</u>. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

- 4. <u>No Disclosure</u>. Provider shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. Deidentified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications.
- 5. <u>Disposition of Data</u>. Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- 6. <u>Advertising Prohibition</u>. Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the service to client. This shall not prohibit Providers from using data to make product or service recommendations to LEA.

#### ARTICLE V: DATA PROVISIONS

- 1. <u>Data Security</u>. The Provider agrees to abide by and maintain adequate data security measures to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. Provider may further detail its security programs and measures in in <u>Exhibit "D"</u> hereto. These measures shall include, but are not limited to:
  - a. Passwords and Employee Access. Provider shall make best efforts practices to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.
  - b. Destruction of Data. Provider shall destroy all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was

- obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.
- c. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.
- d. Employee Training. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.
- e. Security Technology. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL"), or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe secure only to authorized users. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.
- f. Security Coordinator. Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement
- g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.
- 2. <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident. Provider shall follow the following process:
  - a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.
  - b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:
    - i. The name and contact information of the reporting LEA subject to this section.
    - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

- iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
- iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
- v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- c. At LEA's discretion, the security breach notification may also include any of the following:
  - i. Information about what the agency has done to protect individuals whose information has been breached.
  - ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.
- d. Any agency that is required to issue a security breach notification pursuant to this section to more than 500 California residents as a result of a single breach of the security system shall electronically submit a single sample copy of that security breach notification, excluding any personally identifiable information, to the Attorney General. Provider shall assist LEA in these efforts.
- e. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

#### ARTICLE VI: GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms ("General Offer"), (attached hereto as <u>Exhibit "E"</u>), be bound by the terms of this DPA to any other LEA who signs the Acceptance on said Exhibit. The Form is limited by the terms and conditions described therein.

# ARTICLE VII: MISCELLANEOUS

- 1. <u>Term</u>. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.
- 2. <u>Termination</u>. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated.
- 3. Effect of Termination Survival. If the Service Agreement is terminated, the Provider shall

destroy all of LEA's data pursuant to Article V, section 1(b).

- 4. Priority of Agreements. This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and AB 1584. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
- 5. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.
- 6. Application of Agreement to Other Agencies. Provider may agree by signing the General Offer of Privacy Terms be bound by the terms of this DPA for the services described therein for any Successor Agency who signs a Joinder to this DPA.
- 7. Entire Agreement. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 8. Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
- 9. Governing Law; Venue and Jurisdiction. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA,

WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. J	EACH PARTY CONSENTS
AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICT	ION TO THE STATE AND
FEDERAL COURTS LOCATED IN	COUNTY, CALIFORNIA
FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THI	S SERVICE AGREEMENT
OR THE TRANSACTIONS CONTEMPLATED HEREBY.	

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this	California Student Data Privacy Agreement
as of the last day noted below.	
	Date:
Printed Name:	Title/Position:
	Date:
Printed Name:	Title/Position:

Note: Electronic signature not permitted.

# EXHIBIT "A"

# **DESCRIPTION OF SERVICES**

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# EXHIBIT "B"

# SCHEDULE OF DATA

Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
	Standardized test scores	
	Observation data	
Assessment	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Conduct	Metric 1 X X X	
	Date of Birth Place of Birth Gender Ethnicity or race	
Demographics	Language information (native, preferred or primary language spoken by student)	
	Other demographic information-Please specify:	
	Student school enrollment Student grade level	
Enrollment	Homeroom Guidance counselor	
	Specific curriculum programs Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian	Address Email	
Contact Information	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	

Category of Data	Elements	Check if used by your system
Schedule	Student scheduled courses Teacher names	
	English language learner information	
	Low income status	
	Medical alerts	
	Student disability information	
Special Indicator	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information- Please specify:	
Category of Data	Elements	Check if used by your system
S. 1 . S	Address	
Student Contact Information	Email	
Intolliation	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number Vendor/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program- student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	



Category of Data	Elements	Check if used by your system
Other	Other student work data - Please specify:	
Transcript	Student course grades Student course data Student course grades/performance scores Other transcript data -Please specify:	

Category of Data	Elements	Check if used by your system
	Student bus assignment	
Transportation	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data - Please specify:	
	Please list each additional	
Other	data element used, stored or collected by your application	

# EXHIBIT "C"

#### **DEFINITIONS**

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Operator: For the purposes of SB 1177, SOPIPA, the term "operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in AB 1584.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following:

First and Last Name

Home Address

Telephone Number

Email Address

Discipline Records

Test Results

Special Education Data

Juvenile Dependency Records

Grades

**Evaluations** 

Criminal Records

Medical Records

Health Records

Social Security Number

Biometric Information

Disabilities

Socioeconomic Information Food Purchases Political Affiliations

Religious Information

Text Messages

**Documents** 

Student Identifiers

Search Activity

Photos

Voice Recordings

Videos

#### General Categories:

Indirect Identifiers: Any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty

Information in the Student's Educational Record

**Provider:** For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the Service Agreement the term "Provider" replaces the term "Third Party as defined in California Education Code § 49073.1 (AB 1584, Buchanan), and replaces the term as "Operator" as defined in SB 1177, SOPIPA.

**Pupil Generated Content:** The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

**Pupil Records:** Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

SB 1177, SOPIPA: Once passed, the requirements of SB 1177, SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and Federal laws and regulations. Student Data as specified in <a href="Exhibit B">Exhibit B</a> is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection,

analytics, storage, or other service to operate and/or improve its software, and who has access to PII. This term shall also include in it meaning the term "Service Provider," as it is found in SOPIPA.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" as appears in California Education Code § 49073.1 (AB 1584, Buchanan) means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

# EXHIBIT "D"

# DATA SECURITY REQUIREMENTS

## EXHIBIT "E"

# GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms
Provider offers the same privacy protections found in this DPA between it and and which is dated to any other LEA ("Subscribing LEA") to anywho accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the California Student Privacy Alliance in the event of any withdrawal so that this information may be transmitted to the Alliance's users.
Printed Name:
2. Subscribing LEA
A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.
Date:
Printed Name: Title/Position



00618-00001/3519835,1



### **Exhibit A-1**

## Frontline Customer Order Form

Quote#: 02010093 MSA#: MSA3252 08/13/2018

F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

Marysville Joint Unif Sch Dist 1919 B ST MARYSVILLE, CA 95901-3798

End User: Marysville Joint Unif Sch Dist

Contact: Bryan Williams

Title: Director of Information Technology

Phone:

Email: bwilliams@mjusd.com

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing

**Annual Subscription: Recurring Cost** 

Order Form Details:
Pricing Expiration: 09/12/18
Account Manager: Mark Johnson

Startup Cost Billing Terms: One-Time, Invoiced after signing

Subscription Billing Terms: Annually

Sale Type: Contract - New

\$11,999.55

\$28,665.41

(plus applicable sales tax)

## **Itemized Description**

Frontline Absence & Time, unlimited usage for internal employees

Frontline Implementation

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow

PO #:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

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Please Email or Fax <u>ALL PAGES</u> of the signed order form injohnson@frontlineed.comor 888.492.0337

Business Services Department Approval:

Date: <u>{ | 20| | 8</u>



Exhibit A-1

Frontline Customer Order Form

Quote#: 02010093 MSA#: MSA3252

08/13/2018 F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

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#### MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, with an address at 1400 Atwater Drive, Malvern, PA 19355 ("Frontline"), and the customer identified below ("Customer"). Frontline and Customer are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the Terms and Conditions contained herein, including any exhibits, Order Form(s) and Statements of Work (collectively, the "Agreement"). To place orders subject to this Agreement, at least one Order Form (as defined below) must be incorporated into this Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements.

Frontline Technologies Group LLC dba Frontline Education	Marysville Joint Unif Sch Dist
Signature:	Signature:
Name:	Name: Michael Hobson
Title:	Title: Asst. S.pt. of Busines S
Address:	Address: 1919 B Street
	Marguille, CASSOI
Email:	Email: MHODSONE Myus D.COM
Date:	Date:

Attached: Terms and Conditions of Agreement Exhibit A: Executed Order Forms

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## Frontline Technologies Group LLC dba Frontline Education

MSAMSA3252

#### MASTER SERVICES AGREEMENT

#### TERMS AND CONDITIONS

#### 1. Software and Services

- 1.1. Software. Subject to the terms and conditions set forth in this Agreement (including any Order Forms and/or Statement of Work, Frontline hereby grants Customer a non-exclusive, non-transferable license to use the software identified on any Order Form ("Software") and the technical manuals, instructions, user information, training materials, and other documentation that accompany the Software and contain its technical specifications, as may be amended from time to time ("Documentation") solely for internal use by end users in the ordinary course of Customer's business. Frontline shall provide any professional or other services set forth in an Order Form ("Services"). All rights, title and interest to the Software and any work product, deliverables or other materials provided by Frontline ("Work Product") are expressly reserved and retained by Frontline or its licensors, including any program or other application that is designed to integrate and be used with the Software, whether or not developed independently by Frontline, and all improvements, modifications and intellectual property rights therein. Customer shall not, and Customer shall require any end users to not (i) transfer, assign, export, or sublicense the Software or Work Product except as specifically set forth herein, or its license rights thereto, to any other person, organization or entity, including through rental, timesharing, service bureau, subscription, hosting, or outsourcing the Software (whether or not such sublicense, hosting or outsourcing is by Customer or for Customer); (ii) attempt to create any derivative version thereof, (iii) remove or modify any marking or notice on or displayed through the Software, Work Product or Documentation, including those related to Frontline's or its licensors' proprietary rights in and to the Software, Work Product or Documentation, as applicable; or (iv) de-compile, decrypt, reverse engineer, disassemble, or otherwise reduce same to human-readable form. Without limiting the foregoing, Customer may not sublicense, outsource or otherwise grant access to the Software to any third party vendor without Frontline's prior written consent, including any third party host of the Software for Customer.
- 1.2. Order Forms. Customer may place orders for the Software and Services by entering into a mutually agreed Order Form, which shall become a part of this Agreement and be attached hereto as Exhibit A. No other document shall be required to effect a legally binding purchase under this Agreement. Any preprinted or other terms contained on Customer's purchase order or otherwise shall be inapplicable to this Agreement, Unless an Order Form states otherwise, each Order Form is independent of each other Order Form (but each Order Form is a part of and integral to this Agreement).
- 1.3. Software Administrator; Maintenance Windows. At all times, Customer must have an employee who has obtained the Software administrator certification training from Frontline and who is certified by Frontline as a Software administrator ("Software Administrator ceases to serve as such, Customer shall promptly provide written notice to Frontline and have another employee obtain Frontline Software administrator certification and be designated as a Software Administrator, at Customer's expense. Frontline shall provide Customer with assistance regarding the use of the Software during Frontline's normal business hours (EST), Monday through Friday. Such assistance shall be provided only to Customer's Software Administrator, Frontline may perform system maintenance and/or software updates periodically upon advanced notice to Customer. However, due to extenuating circumstances, Frontline may, at times, need to perform maintenance without the ability to provide advance notice.
- 1.4. Customer Content. The Software and Services may enable Customer and end users to provide, upload, link to, transmit, display, store, process and otherwise use text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in applicable laws), audio, video, photographs and other content and material in any format (collectively, "Customer Content") in connection with the Software and Services Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Customer Content, Frontline will act as a data processor, and will act on Customer's instruction concerning the treatment of Personal Data provided in connection with the Software and Services, as specified in the Order Form. Customer shall provide any notices and obtain any consents (including consent of any parent or guardian for any minor) related to Customer's use of the Software and receipt of the Services and Frontline's provision of the Software and Services, including those related to the collection, use, processing, transfer and disclosure of Personal Data. Customer acknowledges and agrees that it must properly enter data, information and other Customer Content and configure settings within the Software in order for the Software to operate properly. Customer shall verify the accuracy of any of the Customer Content, forms, workflow and configuration settings entered on the Software. Frontline shall not have any liability arising from the inaccuracy of scoring, completeness, use of or reliance on the information contained in the extract of data from any Software or Services under this Agreement. Customer assumes the sole responsibility for the selection of the Software and Services to achieve Customer's intended results, the use of the Software and Services, and the results attained from such selection and use. Customer represents and warrants that it is the owner of the Customer Content, or has obtained permission for such use from the owner of the Customer Content, including evaluation frameworks and/or rubrics uploaded into the Software. As to any content or data made available to Frontline, Customer represents that it has notified and obtained consent from all necessary persons (including parents, students, teachers, interns, aides, principals, other administrative personnel, and classroom visitors), and has taken all other actions that may be necessary to ensure that use of the products, services, or related materials provided or produced hereunder complies with all applicable laws and regulations as well as school or district policies.
- 1.5. Integration. Customer may, at Customer's discretion and with or without Frontline's assistance, integrate or otherwise use the Software in connection with third party courseware, training, and other information and materials of third parties ("Third Party Materials") and Frontline may make certain Third Party Materials available in connection with the Software and Services. Customer acknowledges and agrees that (a) Frontline is authorized to provide Customer Content to a specified third party or permit such third party to have access to Customer Content in connection with the Third Party Materials; and (b) Frontline does not control and is not responsible for, does not warrant, support, or make any representations regarding (i) Third Party Materials (ii) Customer Content provided in connection with such Third Party Materials, including a third party's storage, use or misuse of Customer Content; or (iii) Customer's uninterrupted access to Third Party Materials. Customer understands that the use of the Software may involve the transmission of Customer Content over the Internet and over various networks, only part of which may be owned or operated by Frontline, and that Frontline takes no responsibility for data that is lost, altered, intercepted, or stored without Customer's authorization during the transmission of any data whatsoever across networks whether or not owned or operated by Frontline. If Customer engages Frontline to assist in Customer's integration or use of the

## Frontline Technologies Group LLC dba Frontline Education

MSAMSA3252

- Software with Third Party Materials, you authorize Frontline to access and use such Third Party Materials in connection with such assistance and you represent and warrant that you have the rights necessary to grant such authorization.
- 1.6. Hosting. The Software will be hosted by an authorized subcontractor (the "Hosting Service Provider") that has been engaged by Frontline and shall only be accessed by Customer on websites, using Customer's computers. As part of the Services, the Hosting Service Provider shall be responsible for maintaining a backup of Customer Content. The Hosting Service Provider is an independent third party not controlled by the Frontline. Accordingly, IN NO EVENT WILL FRONTLINE BE LIABLE FOR ANY DIRECT, GENERAL, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE TO DATA, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, DUE TO PROBLEMS (INCLUDING BUT NOT LIMITED TO ERRORS, MALFUNCTIONS) ASSOCIATED WITH THE FUNCTIONS OF SERVERS MAINTAINED BY THE HOSTING SERVICE PROVIDER, EVEN IF FRONTLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 1.7. Customer Responsibilities. Customer understands and agrees that (a) Customer shall have sole responsibility for administering access security (e.g. the granting of rights to Customer's users); (b) Customer shall review any calculations made by using the Services and satisfy Customer that those calculations are correct; and (c) if Customer uses the Services for reimbursement or payment from Medicaid and other government agencies, Frontline shall have no responsibility, and Customer shall have sole responsibility, to submit information and claims for such reimbursement or payment. Frontline does not warrant that the Services, or the results derived there from, will meet Customer's requirements, or that the operation of the Services will be uninterrupted or error-free.
- Invoicing and Payment. All fees and charges will be set forth in the applicable Order Form(s). The Startup Cost set forth on the first page of an Order Form will be invoiced to Customer by Frontline upon execution of the applicable Order Form. Startup Costs are priced with the assumption that implementation will be completed within 120 days after signing. Frontline reserves the right to charge Customers additional service fees for added project costs due to Customer-caused delays occurring after the 120 day implementation period. The Annual Subscription will be invoiced to Customer by Frontline based on the Subscription Start Date unless otherwise stated on the front of an Order Form. The Subscription Start Date shall be defined as thirty (30) days after Customer's signature of an applicable Order Form. Except as otherwise provided, Frontline shall invoice Customer in US Dollars and Customer shall pay all fees, charges, and expenses within thirty days of the date of an invoice via check or ACH. Without prejudice to its other rights and remedies, if Frontline does not receive any payment by its due date, Frontline may assess a late payment charge on the unpaid amount at the rate of 1.5% per month or the highest rate allowed under applicable law. Frontline reserves the right to increase any of the fees once annually during any Renewal Term by providing at least thirty (30) days advance notice to Customer. All charges under this Agreement are exclusive of, and Customer is solely responsible for, any applicable taxes, duties, fees, and other assessments of whatever nature imposed by governmental authorities. Without limiting the foregoing, Customer shall promptly pay to Frontline any amounts actually paid or required to be collected or paid by Frontline pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority. If the Customer claims tax exempt status or the right to remit taxes directly, the tax exempt number must be entered on the first page of any applicable Order Form and the Customer shall indemnify and hold Frontline harmless for any loss occasioned by its failure to pay any tax when due. If for any reason Frontline's personnel travel to Customer's facility or otherwise in connection with the Software or Services under this Agreement, Customer shall be responsible for the reasonable costs of transportation, lodging, meals and the like for Frontline's personnel-.

#### 3. Warranties and Disclaimers.

- 3.1. Mutual. Each Party represents and warrants that the Party's execution, delivery, and performance of this Agreement (a) have been authorized by all necessary action of the governing body of the Party; (b) do not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any agreement to which the Party or any of its assets may be subject; and (c) are not subject to the consent or approval of any third party. Customer represents and warrants on behalf of itself and any of its end users that it has the full legal right to provide the Customer Content and that the Customer Content will not (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of failure to obtain consent to provide Personal Data or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement, including school or district policies; or (c) constitute disclosure of any confidential information owned by any third party.
- 3.2. Software Warranties. Frontline represents and warrants that (a) the Software will perform substantially in accordance with the specifications set forth in the then-current Documentation and (b) the Services will be performed in a professional and workmanlike manner. In the event of a non-conformance of the Software, Work Product or Services, reported to and verified by Frontline, Frontline will make commercially reasonable efforts to correct such non-conformance. Customer's sole remedy is limited to the replacement, repair, or refund, at Frontline's option, of defective Software or Work Product or re-performance of the Services. Notwithstanding the foregoing, any Third Party Materials shall be subject only to such third party terms and any warranties therein.
- 3.3. <u>Disclaimers.</u> EXCEPT AS EXPRESSLY PROVIDED HEREIN, FRONTLINE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO ANY ASPECT OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FRONTLINE AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS WILL BE UNINTERRUPTED, OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE, WORK PRODUCT, SERVICES, OR OTHER PRODUCTS.

#### 4. Confidential Information; Privacy.

4.1. Confidential Information. During the term of this Agreement and for two (2) years thereafter, each Party will use the same degree of care to protect the other Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. "Confidential Information" means any information that is marked or otherwise indicated as confidential or proprietary, in the case of written materials, or, in the case of information that is disclosed orally or written materials that are not marked, by notifying the other Party of the proprietary and confidential nature of the information, such notification to be done orally, by email or written correspondence, or via other means of communication as might be appropriate. Notwithstanding the foregoing,



## Frontline Technologies Group LLC dba Frontline Education

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- (a) the Confidential Information of Frontline shall include the Software and the terms of this Agreement and (b) the Confidential Information of Customer shall include Personal Data regarding Customer's users provided in connection with the Software and Services. Confidential Information does not include information which (a) was known to the receiving Party or in the public domain before disclosure; (b) becomes part of the public domain after disclosure by a publication or other means except by a breach of this Agreement by the receiving Party; (c) was received from a third party under no duty or obligation of confidentiality to the disclosing Party; or (d) was independently developed by the receiving Party without reference to Confidential Information. Aggregated data that does not contain personally identifiable information regarding Customer's users provided in connection with the Software and Services will be the Confidential Information and property of Frontline. The receiving Party will not be liable for disclosures of Confidential Information that are required to be disclosed by law or legal process, so long as the recipient notifies the disclosing Party, provides it with an opportunity to object and uses reasonable efforts (at the expense of the disclosing Party) to cooperate with the disclosing Party in limiting disclosure.
- 4.2. Privacy. Frontline understands that its performance of the Services may involve the disclosure of student personally identifiable information ("Student PII") (as defined in the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. Part 99) ("FERPA") by the Customer to Frontline, Frontlines agrees that it will not use or re-disclose Student PII except in compliance with and all applicable state and federal laws, including FERPA. Customer acknowledges that Frontline is a "school official" with a legitimate educational interest in receiving Student PII under FERPA and Frontline agrees that it will comply with the requirements of 34 C.F.R. § 99.33 regarding its use and redisclosure of Student PII.
- 4.3. Data Security. Frontline will utilize commercially reasonable administrative, technical, and physical measures to maintain the confidentiality and security of Confidential Information and Student PII submitted by Customer. Customer understands and agrees that no security measures can be 100% effective or error-free and understands that Frontline expressly disclaims (i) any warranty that these security measures will be 100% effective or error-free or (ii) any liability related to the confidentiality and security measures utilized by third parties.
- 5. Indemnification. Customer shall indemnify Frontline and its officers, directors, employees, and agents and hold them harmless from all third party claims, liabilities, expenses, and losses (including attorneys' fees and expenses) arising from or related to any breach by Customer of this Agreement, including failure to obtain consent to provide Personal Data or otherwise private information about a person.
- 6. Limitations of Liability. Other than the fees, Charges and expenses payable pursuant hereto, in no event shall either party be liable to the other party or any third party for indirect, incidental, special, consequential, or punitive damages, whether foreseeable or unforeseeable, of any kind whatsoever (including lost profits) arising from or relating to this agreement or the use or non-use of the software, work product or services. Notwithstanding anything contained in this agreement to the contrary, in no event shall frontline's total liability arising from or relating to this agreement, whether based on warranty, contract, tort (including negligence), product liability or otherwise, exceed the total amounts paid to frontline hereunder during the twelve months immediately preceding the events giving rise to such claims. Each party acknowledges and agrees that the warranty disclaimers and liability and remedy limitations in this agreement are material, bargained for provisions of this agreement and that fees and consideration payable hereunder reflects these disclaimers and limitations.
- Term and Termination. The term of this Agreement will commence on the Effective Date and continue until such time that there are no valid Order Forms. The initial term of each Order Form under this Agreement shall (a) begin on the Subscription Start Date (as defined in Section 2 above) and (b) continue for one year or such longer period as provided in an Order Form (the "Order Form Initial Term") and will automatically renew for successive one-year terms thereafter, unless one Party notifies the other Party of non-renewal in writing at least sixty (60) days prior to the end of the current term of such Order Form. Customer may terminate any Order Form at any time after the Order Form Initial Term, in whole or in part, for any reason or no reason, on sixty (60) days prior written notice. Upon notice of such termination, a pro-rata portion of all outstanding invoices shall become immediately due and payable. If such invoice has been paid by the Customer, Customer shall be entitled to a pro-rata credit to be applied to future Frontline services. Either Party may terminate this Agreement in the event that the other Party materially breaches this Agreement the other Party does not cure such breach within thirty (30) days after written notice of such breach Expiration or termination of any Order Form or Statement of Work shall constitute the expiration or the termination of such Order Form or Statement of Work only and shall not affect this Agreement or any other Order Form or Statements of Work outstanding under this Agreement. Notwithstanding the foregoing, unless otherwise mutually agreed by the parties in writing, any Order Form or Statement of Work outstanding as of the date of termination or expiration of this Agreement shall remain in effect and continue to be governed by the terms of this Agreement and its own terms until such time as such Order Form or Statement of Work is completed, expires or is otherwise terminated. Upon the termination or expiration of this Agreement, Customer (a) shall immediately cease using the Software and (b) for a period of thirty (30) days, may request a copy of Customer Content that is in Frontline's possession in the format retained by Frontline. The following provisions of this Agreement will survive expiration or termination of this Agreement Sections 3,3, 4, 5, 6, and 8.
- 8. General. Frontline and Customer are each independent contractors and neither Party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other Party for any purpose whatsoever. Customer may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without Frontline's prior written consent. Any attempted assignment in violation of this Section shall be void. This Agreement shall be binding upon, and inure to the benefit of, the permitted successors and assigns of each Party. Notwithstanding anything to the contrary in this Agreement, except for Customer's obligations to pay amounts due under this Agreement, neither Party will be deemed to be in default of any provision of this Agreement for any delay, error, failure, or interruption of performance due to any act of God, terrorism, war, strike, or other labor or civil disturbance, interruption of power service, interruption of communications services, problems with the Internet, act of any other person not under the control of such Party, or other similar cause. If the Customer requests to be added as an additional insured on any Frontline insurance policy, the limits of such policies shall be subject to the Limitations of Liability stated in Section 6 herein. This Agreement may be amended only by written agreement of the Parties, and any attempted amendment, including any handwritten changes on this Agreement in violation of this Section shall be void. The waiver or failure of either Party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. This Agreement does not confer any rights or remedies upon any person other than the Parties, except Frontline's licensors. When used herein, the words "includes" and "including" and their syntactical variations shall be deemed followed by the words

# Frontline Technologies Group LLC dba Frontline Education MSAMSA3252

deemed an original, but all of which together shall be deemed to be the same agreement,

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RECEIVED

To whom it may concern,

Though I have enjoyed the past 5 years with Ella Elementary School, I have decided to resign closer to home and spend more time with my growing daughter. My resignation date will be different school district. This decision was quite hard. At this time, I need to relocate to be from my  $1^{
m st}$  grade teaching position with MJUSD to accept another teaching position in a

Thank you for all of the support you and the school community has given me. I will never forget further steps or duties I should complete prior to my departure. Thank you again for all of your your generosity and important skills I have learned from Ella Elementary. I will forever cherish the time I spent with my students, colleagues and this community. Please let me know any support.

Best,

and Mit

Danielle Judd

August 6, 2018

Mr. Ramiro Carreon Assistant Superintendent of Personnel Services Marysville Joint Unified School District 1919 B Street . Marysville, CA 95901 AUG 06 2018

Dear Mr. Carreon,

Please accept this letter as notice that I will not be returning to Anna McKenney Intermediate School for the 2018-2019 school year. Thank you for the opportunity to work for MJUSD. It has been a pleasure working with the staff at McKenney.

Sincerely,

Jennifer Mack

MJUSE Personnei Des AUG 0 8 20H

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To whom it may concern; August 8, 2018  $\frac{1}{2}$ , am resigning from my position as Para Educator for

Kynoch.

Marysville Joint Union School District as of today 6-8-15

Respectfully Yours,

## **Mary Hicks**

From: Sent: Kelly Fisher <kellyfisher1969@gmail.com> Wednesday, August 01, 2018 10:57 AM

To: Subject: Robert Gregor; Mary Hicks

Ella yard duty position



Hello, it is with much regret that I need to resign as yard duty. I live in Oroville and am unable to commute. If I ever move back to Yuba county I would love to reapply. Thank you and may this school year be awesome for all. Have a great day.

Sincerely,

Kelly L. Fisher

## **Tracy Pomeroy**

From:

Cori Loskot-Hill

Sent:

Tuesday, August 7, 2018 9:16 PM tpomeroy@mjusd.k12.ca.us

To: Subject:

Letter

MJUSD Personnel Dept

AUG 0 8 20

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Jul

y 20, 2018

Tracy Pomeroy 1919 B St. Marysville, CA 95901 749-6117

Dear Tracy Pomeroy,

I would like to extend my thanks and appreciation to MJUSD and the STARS/ASES program for allowing me to work for you for the past 12 years. I have gained a vast amount of knowledge, experience, and expertise over the past number of years and I am very grateful.

At this time I would like to render my notice to step down as a contracted 3.75 hr Para-educator, but would be available at any middle school site when needed as a sub after 2:45 daily.

Thank you again.

Cori Hill

MJUSD
Personnel Dept
AUG 1 4 2018

RECEIVED

To whom it may concern,

I am so very grateful to have had the opportunity to work with the staff and students of Dobbins Elementary School. I will always treasure the time that I spend working with the school, both as a STARS lead and as the librarian.

Due to the fact that I have accepted another position within the Marysville School District, I must respectfully resign from my position as Literacy Resource Technician at Dobbins Elementary School, effective August 10, 2018.

Yours very truly,

Hannah I.F. Johl

8/8/2018

MJUSD Personnel Dept

AUG 1/5 2018

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Dear Mr. Carreon,

Please accept this resignation as a Para Educator at Cedar Lane Elementary School. I have accepted another position as a custodian at Ella Elementary School.

Sincerely,

Cindy Mendoza

Ramiro Carreon Marysville Joint Unified School District 1919 B. St. Marysville, CA 95901 AUG 02 2018

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Re: Resignation, Para Educator Foothill Intermediate

To Whom It May Concern,

08/02/2018

Due to family and school obligations I need to resign from my position at Marysville Joint Unified School District. I am submitting my resignation as a Para Educator at Foothill Intermediate School effective today. Thank you for your time.

Sincerely,

Feona Shandrew

# **Formal Resignation Letter**

Majusd Personnel Dept AUG 1 3 2018

DECEIVED

Toshia Vining

August 7th, 2018

Marysville Joint Unified School District STARS Afterschool program 1919 B St. Marysville, CA 95901

Dear Tracy Pomeroy,

Please accept this letter as my formal resignation from my position as Lead Program Support Specialist at Kynoch Elementary MJUSD, my resignation will be effective as of 8/24/2018.

I appreciate the opportunities for growth and development you have provided during my tenure. It has been a pleasure working with you and I appreciate all the knowledge and support you have shared with me. Thank you for the assistance you have given me along the way to improve as a professional.

Please let me know how I can be of help during the transition period. I wish you and the company the very best going forward.

Sincerely,

Toshia Vining

MJUSD Personnel Dept

AUG 3 201

July 30<sup>th</sup>, 2018

Michael Xiong 1360 Amaranth St. Plumas Lake, CA 95961

Dear Mr. Carreon,

I am writing to inform you that I am resigning from my position as a paraeducator at Arboga Elementary School. My last day of work was June 30<sup>th</sup>, 2018.

I would like to give my gratitude for allowing me the opportunity to be a part of MJUSD. I have learned many valuable skills that will benefit me and my future career. I am glad to have been a part of an amazing and inclusive team. I will be continuing my education in order to pursue a career in dentistry.

Please acknowledge this letter as my official resignation notice. I wish the best for the district and Arboga Elementary.

Thank you,

Michael Xiong Paraeducator

Arboga Elementary

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## **Tracy Pomeroy**

From:

Marysville Joint Unified School District - Staff Directory

Sent:

Thursday, August 2, 2018 3:47 PM

To:

THERESA SMITH

Cc:

tpomeroy@mjusd.com

Subject:

Website email from inbox.xyang@gmail.com.

MJUSD

Personnel Dop

AUG 0 2 2018

RECEIVED

# **School Website Email**

## **Resignation Letter**

Dear Tracey and Theresa,

I have had a wonderful two years with the STARS program, and have learned so much from each and every one of you, including the students whom I absolutely loved working with. As much as I love the STARS program, I am very sad to say that I can no longer continue as a STARS provider. Friday August 3rd, 2018 will be my last official day. Thank you for providing me with this wonderful opportunity. This was an experience that I will keep dear to me for a lifetime.

Sincerely,

Xay Yang

Xay Yang <inbox.xyang@gmail.com>

Ip Address: 98.208.81.135

This email was generated from your school website.

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MJUSD Personnel Dept

AUG 1 3 201

RECEIVED

Formal Letter of Resignation

Adilene Zaragoza

8/9/2018

Marysville Joint Unified School District

STARS Afterschool Program

1919 B St.

Marysville, CA 95901

Dear Tracy,

Please accept this letter as formal notice of my resignation as STARS provider at Cordua Elementary, effective 8/9/2018.

Under your leadership, I have no doubt MJUSD's fantastic reputation will continue years into the future. Thank you for the advice and mentoring these past few years. It has been a privilege to work with you.

Sincerely,

Adilene Zaragoza





#### **APPLICATION LICENSE AND SUPPORT AGREEMENT**

THIS APPLICATION LICENSE AND SUPPORT AGREEMENT ("Agreement") is entered into as of (pending quote signature date) ("Acceptance Date"), by and between Marysville Joint Unified School District ("Customer"), whose principal administrative address is 1919 B Street, Marysville, CA 95901 and DIVERSE NETWORK ASSOCIATES, INC., a California corporation, D/B/A "CATAPULTK12" ("Company"), whose principal administrative address is 2 Governors Lane, Suite B, Chico, CA 95926. Customer and Company are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

#### RECITALS

WHEREAS, the Agreement consists of the following:

- This Application License and Support Agreement;
- Exhibit "A" Catapult Emergency Management System Overview; and,
- Exhibit "B" Catapult EMS Professional Services Agreement;

WHEREAS, Company has developed a web-based application accessible through a web platforms branded as "CATAPULT EMS" (the "APP") which allows educational facilities to manage emergency or potentially urgent situations affecting its staff or students; and

WHEREAS, the APP is designed to obtain and use information from Customer's STUDENT INFORMATION SYSTEM ("SIS") to provide an informational and responsible tool for administrators, teachers, emergency response agencies and parents alike to help identify and respond to emergencies using the Company's proprietary web-based and/or phone based platform (the portal for information by Customer, website and APP are referred to as the "SYSTEM"); and

WHEREAS, the SYSTEM is designed to allow for the submission of information to Customer regarding an emergency event ("Content"), at which time the Customer may elect to either accept the Content and release it for dissemination on the SYSTEM or deny the Content; and

WHEREAS, Customer desires to have access to and use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist Company for various support in the setup and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos; and,

WHEREAS, the Company has agreed to grant the Customer a non-exclusive license to use the SYSTEM and associated support, upgrades and SERVICES as provided in this Agreement, and to provide certain SERVICES to the Customer in respect of delivery technical support and training upon the terms and conditions of this Agreement.

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

#### 1. Definitions

In this Agreement unless the context otherwise requires:

'ADDITIONAL CHARGES' means the charges for additional work that are not included in the LICENSE FEE which shall be at \$75.00 per hour for general labor and \$100 per hour for programmer and/or IT labor. Under no circumstances shall Company perform additional work not included in the LICENSE FEE without prior written consent of Customer.

'LICENSE FEE' means the fee or fees for the setup, training, license and use of the SYSTEM as provided in the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B, incorporated herein as the same may be changed in accordance with Paragraph 3 below.

'SITE SAFETY TEAM' means any individual(s) authorized by the Customer to access and manage the SYSTEM, including approving or denying Content on the SYSTEM.



'NEW RELEASE' means any improved modified or corrected version of the APP or SYSTEM or PROGRAM DOCUMENTATION from time to time issued by the Company.

'PROGRAM DOCUMENTATION' means any instruction manuals, USER guides and other information to be made available from time to time during this Agreement by the Company at its discretion in either printed or in a readable form available online to the Customer.

<u>'PROGRAM OVERVIEW'</u> means the CATAPULT EMERGENCY MANAGEMENT SYSTEM OVERVIEW, attached as Exhibit A, which includes an outline of the SYSTEM specifications.

'PUPIL RECORD(S)' means any information directly related to a pupil that is maintained by the Customer or information acquired directly from the pupil through the use of the SYSTEM.

'SERVICES' means the provision of training, data installation, and Technical Support provided by Company in accordance with this Agreement as detailed below.

<u>"STUDENT INFORMATION SYSTEM"</u> or <u>"SIS"</u> means the program and/or database of the Customer which contains information on its student body.

'SITE(S)' means the address(es) for delivery of the SYSTEM Materials specified by the Customer and set out in the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B, incorporated herein.

'SITE TEAM' means the individual teachers and general staff members employed at Customer's individual Sites.

'SYSTEM' means the software programs, website, phone APP (if applicable) and other elements associated with the delivery of the SERVICES to Customer, and that which is integrated with the SIS of Customer.

'SYSTEM PUPIL RECORD(S)' means the data from the SIS used on the SYSTEM, including the names of each student, that student's personal ID, the teacher and schedule information for each student, and emergency contact information for each student.

'TERM SHEET" means the CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT, attached as Exhibit B.

'USER' or 'USERS' means any person or persons from the District, such as the Customer's SITE SAFETY TEAM, who use the

SYSTEM.

#### 2. Grant of License & Provision of Services

The Company in consideration of the payment by the Customer of the LICENSE FEE in accordance with Paragraph 3 below hereby: (i) grants to the Customer a non-exclusive license to Use the SYSTEM (and where appropriate the PROGRAM DOCUMENTATION) and to possess and refer to the PROGRAM DOCUMENTATION; and (ii) undertakes to the Customer to provide the SERVICES upon the terms and conditions of this Agreement.

#### 3. License Fee

- 3.1. The LICENSE FEE shall be levied by the Company as provided in the TERM SHEET. Other discounts and offers may be detailed in the TERM SHEET. The LICENSE FEE, defined in the Term Sheet, will be billed at the start of Acceptance Date or within two months of signing this agreement whichever comes first. In the event of cancellation or default in payment, SYSTEM will be suspended and taken offline. A fee may apply to reinstate SYSTEM.
- 3.2. The LICENSE FEE shall include: (a) training to use and manage the SYSTEM; (b) initial setup; (c) unlimited use of the SYSTEM during the term of this Agreement; (d) unlimited technical support, as provided herein; and, (e) free upgrades and support to any new and modified versions of the SYSTEM throughout the term of this Agreement, as provided herein.
- 3.3. After the Initial Term, the Company shall be entitled to change the LICENSE FEE not more than once in every successive period of twelve (12) months during any extended term of this Agreement upon giving not less than sixty (60) days' notice thereof to Customer.
- 3.3. Any LICENSE FEE not paid within sixty (60) days of the due date shall be considered late and automatically subject to a late charge equal to 3.0% of the amount of the delinquency, plus 10.0% penalty interest applying until the fee, late charges and penalty interest are paid in full. All payments will be first applied to past due balances.





- 4. Term of Agreement and Additional Term(s)
- Unless otherwise stated in the TERM SHEET, the "Initial Term" of this Agreement shall be a period of twelve (12) months. At the end of the Initial Term, this Agreement shall automatically renew for a period of twelve (12) months between Company and Customer ("Additional Terms") unless either party sends the other party a written notice of termination at least thirty (30) days prior to the expiration of the then-current term. The terms of this Agreement shall apply to any Additional Terms. The sum of the Initial Term and Additional Terms shall not exceed five (5) years except by a mutual written agreement.
- 5. Installation, Setup & Use
- 5.1. The Parties acknowledge that the proper function and utility of the SYSTEM requires that PUPIL RECORDS be made available to Company through Customer's SIS. In order to protect and safeguard any PUPIL RECORDS obtained by Company, Company has developed a strict set of policies and integrated security technologies into the SYSTEM. Any PUPIL RECORDS obtained by Company shall be password protected on the SYSTEM and under no circumstances shall any PUPIL RECORDS be made available to the public by Company. Company and Customer agree that the SYSTEM shall only use the data which constitutes the SYSTEM PUPIL RECORDS and only in the ways prescribed in this Agreement. Prior to Customer's use of the SYSTEM, Customer is required to provide Company with access to its SIS for the purpose of extracting PUPIL RECORDS to enable Company to setup Customer's account in the SYSTEM. Customer agrees to diligently cooperate with Company through Company's designated contact person, and provide Company with access to Customer's SIS. It is the responsibility of Customer to provide the particular formatting, size, quality and file types necessary to integrate into the SYSTEM, and only provide the information on students which is necessary for the proper function of the SYSTEM. The Customer shall communicate to the Company upon the date hereof, the identity of the person(s) or the department who shall act as the sole contact point and channel of communication for the provision by the Company of the SERVICES during the term(s) of this Agreement. The Customer shall forthwith inform the Company of any change in the identity or contact information for the contact person.
- 5.2. Any time PUPIL RECORDS are extracted from Customer's SIS, Company and Customer shall review its content to ensure that the PUPIL RECORDS do not include unnecessary confidential information of any students. Once Company has confirmed that the PUPIL RECORDS obtained from Customer's SIS does not contain unnecessary information of any students, Company shall transfer and upload the PUPIL RECORDS to the SYSTEM and the Customer shall appoint such person who shall hold administrator privileges ("District Administrator"). The District Administrator shall be given password-protected access to the PUPIL RECORDS and shall be solely responsible for granting similar administrator privileges to other staff in the District, in its discretion. The SYSTEM includes customary password-protected access and other customary data protections. Company shall not access, alter, modify edit or disclose any PUPIL RECORDS on the SYSTEM in accordance with Section 25 herein.
- 5.3. The LICENSE FEE includes initial setup and training as provided in the TERM SHEET. Additionally, the LICENSE FEE includes Customer access to any Wizard, self-help, FAQ's or other written materials that Company may create from time to time, without additional cost, and as otherwise provided in Section 6, below.
- 5.4. Company's access to Customer's SIS and PUPIL RECORDS shall comply with Section 25 to the Agreement Ownership and Control of PUPIL RECORDS.
- 5.5. Company shall have the right and obligation to control the use and display of content on the SYSTEM through the creation and maintenance of a SITE SAFETY TEAM, as follows:
- a. <u>General Duties of Site Safety Team.</u> All members of Customer's SITE SAFETY TEAM must conform and comply with this Agreement.





- b. <u>True and Accurate Information</u>. It is acknowledged that emergency situations might include hazy or only partial information. Any Content submitted to the SYSTEM shall be honest and truthful in every respect and shall only provide information that Customer's SITE SAFETY TEAM has the express legal rights to offer, divulge or use; and may never include intentionally misleading or false information. In the event any USER reasonably determines that any Content that has been approved for dissemination on the SYSTEM is false, misleading, defamatory or breaches the privacy rights of another party, that USER can forward a request to remove the Content to Customer's SITE SAFETY TEAM or to Company at: contact@CatapultK12.com (generally, "Request For Removal"). Company makes no representations that it will remove the Content, or do so in any particular timeframe, nor will Company's receipt of a Request For Removal in any way alter or expose Company to any affirmative duty to police or remove Content, or be responsible in any way for the Content of a USER; provided however, that the District Administrator shall have concurrent authority to request removal of any Content that is false, misleading, defamatory or breaches the privacy rights of another party in its sole discretion. Any and all requests to remove Content shall be provided to the Customer's SITE SAFETY TEAM immediately upon receipt of the same by Company. Company shall not remove any Content without the written consent of the SITE SAFETY TEAM, provided that the Customer shall hold Company, and Company's officers, directors, managers, employees and contractors, free and harmless from any costs, claims, fines, lawsuits, attorneys' fees and other out-of-pocket expenses which arise from or relate to Content that is not removed after request by Company to remove such Content.
- c. <u>Protection of Confidential Medical Information (HIPAA) or other Information Privacy Statutes</u>. To the extent a USER handles, discloses, includes, discusses or otherwise might divulge medical information or statistics, it shall do so strictly in conformity with the Health Insurance Portability and Accountability Act (HIPAA) and all other applicable state and federal rules, including any privacy laws in the State of California. No personally identifiable medical information for any person is permitted except as is necessary and authorized by the appropriate parties.
- d. Right to Exclude. Customer, through the SITE SAFETY TEAM, shall be solely responsible and have the exclusive right to grant access and use to the SYSTEM. Facility Page and other aspects of the SYSTEM which are granted to Customer. Customer may permit or deny a USER'S access to the SYSTEM in its discretion.
- e. <u>Disclaimed Duty to Monitor or Police Content.</u> Company has no obligation to monitor, control, accept, review, or update any Content or other materials on the SYSTEM. Company is merely a conduit for the flow of information from Customer, to the SITE SAFETY TEAM, and to the teachers, emergency responders, parents, pupils or other parties to which Customer elects, in its discretion, to grant access. Each USER specifically agrees to independently verify all Content and in no case shall Company be responsible for any misleading, false or other bad Content provided by the USERS. In the case where Company is made aware of misleading, false or other bad Content, it has the right (but not the obligation) to remove such Content from the SYSTEM. In the event that Company removes any Content from the System, it shall immediately notify the SITE SAFETY TEAM in writing by providing notice of the removal of the Content and the basis for the removal of the Content. The SITE SAFETY TEAM shall have the right to have any removed Content reinstated.
- 6. Technical support
- 6.1. Beginning on the Acceptance Date and for the duration of this Agreement, the Company shall provide the initial setup as provided in the TERM SHEET, and training as provided in Section 6.2, and ongoing Standard Technical Support (defined in Section 6.3).
- 6.2. Customer may request direct training for the initial setup, which is included at no additional fee. The purpose of the direct training is to "train the trainers", such that Customer should select people to be trained who in turn can re-train other personnel of the school/district. Company reserves the right to conduct the training in-person or by videoconference, or by other similar means or methods.
- 6.3. Standard Technical Support shall consist of advice by telephone or email on the access and use of the SYSTEM, and training on any upgrades during the TERM of this Agreement. There are no minimum hours, set schedule or maximum response periods guaranteed. Company shall provide one, three hour training for each comprehensive <u>SITE</u>. Limitless training on the SYSTEM is not included. The Company will provide additional training at seventy-five dollars (\$75) per hour.





- 6.4. In the event of a bug or defect, Customer shall supply in writing to the Company a detailed description of any fault requiring technical support and the circumstances in which it arose forthwith upon becoming aware of the same. Company shall take reasonable efforts to fix the bug or defect in a reasonable period of time, which shall be within seventy-two (72) hours or less.
- 6.5. Notwithstanding anything to the contrary in this Agreement, if Company and Customer reasonably determine that the bug or defect is caused in whole or in part as a result of Customer's equipment, use, or special needs, then Company shall have the right to impose ADDITIONAL CHARGES for any time incurred to cure or fix the bug or defect. If ADDITIONAL CHARGES are necessary, Company shall provide Customer with a written description of the cause of the bug or defect requiring such ADDITIONAL CHARGES, a description of the required work, the estimated time to complete such work and the per hour rate for such work. Under no circumstances shall Company perform additional work not included in the LICENSE FEE without prior written consent of Customer.

#### 7. Property Rights and Confidentiality

- 7.1. The SYSTEM, APP, software, written materials, logos, methods, names, pricing, PROGRAM DOCUMENTATION and processes (collectively, "Intellectual Property") contain confidential information of the Company and all copyrights, trademarks and other intellectual property rights are the exclusive property of the Company.
- 7.2. The Customer shall not divulge, circulate, or otherwise misappropriate the Intellectual Property of Company, and shall not reverse compile, copy or adapt the whole or any part of the Intellectual Property except as is expressly authorized by this Agreement; nor shall Customer remove or alter any copyright or other proprietary notice on any of the Intellectual Property.
- 7.3. The Customer shall: (a) keep confidential the Intellectual Property and limit access to the same to those of its employees agents and subcontractors who either have a need to know or who are engaged in the proper Use of the Intellectual Property; (b) notify the Company immediately if the Customer becomes aware of any unauthorized use of the whole or any part of the Intellectual Property by any third party; and (c) without prejudice to the foregoing take diligent steps as shall from time to time be necessary to protect the confidential information and intellectual property rights of the Company.
- 7.4. The Customer shall inform all relevant employees agents and subcontractors that the Intellectual Property contains confidential information of the Company and that all intellectual property rights therein are the property of the Company and the Customer shall take all such steps as shall be necessary to ensure compliance by its employees agents and subcontractors with the provisions of this Paragraph 7.
- 7.5. Company owns all right, title and interest in the SYSTEM and related documents and SERVICES related to this Agreement, except for those rights specifically granted to Customer herein. In the event that Company makes any custom or modified versions of the Intellectual Property at the request of Customer, or which is needed to accommodate the special needs of Customer, Company shall be deemed to be the sole and exclusive owner of all right, title and interest in the custom or modified items; provided that, Customer shall have a non-exclusive license to use the custom or modified items during the term of this Agreement.
- 7.6. Company shall take commercially reasonable steps to ensure the confidential information in the SIS, or any other Customer-provided confidential information, is safeguarded against unlawful uses by non-Customer parties.

#### 8. Warranties & Limitations

- 8.1. The Company hereby warrants to Customer that:
- (a) the Company is the owner of the SYSTEM and APP (or has the right to grant to Customer the license to use the SYSTEM, APP and related materials) in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;





(b) subject to the limitations in this Agreement, and subject to the right to cure or fix any bug or defect, the products or SERVICES referenced in this Agreement will operate substantially as contemplated by this Agreement, in that Customer shall be able to use the SYSTEM substantially as intended, provided that this warranty does not warrant against downtime, bugs, hackers, time for updating, time for installation, and the like; but provided further, that Company shall apply commercially reasonable efforts to avoid or remedy unwanted downtime as provided in this Agreement and the Terms and Conditions of Use. Company understands that Customer expects to use the SYSTEM to intake, manage, monitor and respond to emergency situations on or about its campus, and enlist Company for various support in the setup and use of the SYSTEM for its administrative purposes, ultimately with the aim of mitigating or avoiding injury, hazards, loss or chaos. Company represents and warrants that the SYSTEM will operate reasonably within the parameters established by this Agreement and the PROGRAM OVERVIEW.

8.2. The Customer shall give notice to the Company as soon as it is reasonably able upon becoming aware of a breach of warranty, which in no case shall be longer than twenty-four (24) hours from the date of discovery or the date it should have reasonably been discovered with diligent due care.

8.3. THE WARRANTIES SET FORTH ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION THAT THERE ARE: (a) NO WARRANTIES THAT THE SYSTEM IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY ARE EXPRESSLY DISCLAIMED; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS EXPRESSLY STATED HEREIN ARE EXPRESSLY DISCLAIMED, SUCH THAT ALL PRODUCTS AND SERVICES ARE LICENSED, OFFERED AND USED ON AN "AS-IS" BASIS.

8.4 Limitation of Liability. For valuable consideration, and notwithstanding anything to the contrary in this Agreement or the exhibits, Customer agrees that Company's liability, if any, arising out of or in connection with the access to, use, or performance of the Program, or this Agreement, shall be limited to recovery of any LICENSE FEES paid under this Agreement, and that Customer acknowledges and accepts these limitations as they are a material inducement to Company in agreeing to enter into this Agreement and to offer the price and other terms herein. In the event of any breach of this Agreement by Company, Customer agrees that it shall issue a notice to Company with facts sufficient to show the breach and matters required to cure the breach (if such breach is curable), at which time Customer shall have a reasonable period of time to cure the breach (if such breach is curable), and only if Company does not cure the breach, then Customer may seek recovery as provided in this Agreement, always limited to the cap on liability and damages under this Section 8.4.

#### 9. Indemnification

9.1. Customer agrees to defend, indemnify, and hold harmless Company from any and all claims, damages, liabilities, losses, and expenses, including actual attorneys' fees and costs, arising out of or in any way resulting from acts or omissions of Customer, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement, which Company may sustain from any cause including, but not limited to, bodily injury, including death, sustained by any person or persons, including employees of Customer, or on account of damage to property of others, including loss of use thereof, whether such injuries to person or damage to property are due, or claimed to be due, to any negligence of the Customer, whether active or passive, it's or their agents, employees, contractors, subcontractors, except for liability resulting from the sole or active negligence, or willful misconduct of Company, its agents, employees, contractors, subcontractors, servants, invitees in conjunction with this Agreement. Customer's agreement and obligation under this paragraph include, but are not limited to, defense and indemnity for any claim, suit, complaint, or cross-complaint which may be brought against Company by any person or organization in conjunction with this Agreement.

10. Intellectual Property Rights of Others





- 10.1. In the event of any claims by third parties of Intellectual Property infringement by the Company, Company shall be entitled at its own expense and option either to:
  - (a) procure the right from such third party for the Customer to continue using the materials claimed to infringe and keep this Agreement in full force and effect;
  - (b) make such alterations modifications or adjustments to the SYSTEM, APP or other infringing element so that they become non-infringing without incurring a material diminution in performance or function and keep this Agreement in full force and effect; or
  - (c) replace the SYSTEM Materials with non-infringing substitutes provided that such substitutes do not entail a material diminution in performance or function and keep this Agreement in full force and effect.
- 10.2. If the Company in its reasonable judgment is not able to exercise any of the options set out in Paragraph 10.1 above within ninety (90) days of the date it received notice of the Intellectual Property infringement, then this Agreement shall be terminated without any further force or effect and Company shall not be liable for any damages to Customer except that Customer shall be relieved of any further obligations under this Agreement except the obligation to return all Intellectual Property to Company.
- 10.3. Company shall indemnify, defend, and hold harmless Customer, its Board of Education, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including, but not limited to, attorneys' fees) resulting from any judgment or proceeding in which it is determined or any settlement contract arising out of the allegation, that Company furnishing or supplying Customer with Software and/or SERVICES under the Contract or the Customer's use of the Company SYSTEM under the Contract constitutes an infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party ("Third Party Rights"). The foregoing shall not apply unless Customer has informed Company as soon as practicable of the suit or action alleging such infringement. Customer retains the right to participate in the defense against any such suit or action. Customer agrees to provide Company with prompt notice of any such claims and to permit Company to defend any claim or suit, and that it will cooperate fully in such defense. Customer reserves the right to employ separate counsel and participate in the defense of any claim at its own expense. No limitation of liability set forth elsewhere in the Contract, if any, is applicable to Intellectual Property Indemnity. Should the Company SYSTEM or the operation thereof become or, in Company's opinion, likely to become, the subject of a claim of infringement or violation of Third Party Rights, the Customer shall permit Company at its option and expense either to procure for the Customer the right to continue using the Company technology or to replace or modify it with non-infringing software with equivalent or better functionality that is reasonably satisfactory to the Customer.
- 10.4 Company respects the intellectual property rights of others and expects USERS of the SYSTEM to do the same. Company will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If USER believes that USER'S copyrighted work has been copied without USER'S authorization and is available on or in the Program in a way that may constitute copyright infringement, USER may provide notice of USER'S claim to the Company as outlined in the Company copyright policy, below.
- 10.5 Copyright Policy. If any USER or person believes that any material on the Program violates this agreement or USER'S intellectual property rights, that person should notify Company as soon as possible by sending an email to Company with information supporting the belief of infringement, and in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) USER'S contact information, including USER'S address, telephone number, and an email address; (v) a statement by USER that USER has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that USER is authorized to act on behalf of the copyright owner. Company reserves the right to remove Content alleged to be





infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, Company will also terminate Customer's Account if the USER is determined to be a repeat infringer of Customer.

#### 11. Later Versions

Customer shall be entitled to access and use of any upgrades to the APP and SYSTEM without costs so long as Customer is in good standing and has faithfully performed the terms and conditions of this Agreement (generally, "Later Versions"). However, Later Versions shall not include add-ons, new features and other pay-per-use features that are charged by use in the discretion of Company.

#### 12. Termination

- 12.1. This Agreement may be terminated:
  - (a) at the expiration of a then-current term;
  - (b) by Company if the Customer fails to pay a LICENSE FEE when due after giving Customer thirty (30) days' notice to cure the late payment;
  - (c) forthwith by either party if the other commits any material breach of any term of this Agreement; or
  - (d) as otherwise provided in this Agreement.
- 12.2. Any termination of this Agreement pursuant to this Paragraph shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 12.3. In the event of a dispute between the parties as to performance of the SYSTEM, interpretation of this Agreement, or payment of nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Company agrees not to cancel or disrupt Customer's access to, and use of the SYSTEM and all related SERVICES. If the dispute is not resolved, Company shall give notice of termination and will continue to allow Customer access to, and use of the SYSTEM and all related SERVICES for a period of sixty (60) days from the time Customer receives notice of termination. The parties may agree in writing to submit any dispute between the parties to arbitration.
- 12.4. Termination for Convenience. The Customer may terminate this Agreement for its convenience at any time provided that Customer first provided Company with at least thirty (30) days written notice of such termination for convenience.

#### 13. Force majeure

- 13.1. Company shall not be liable, nor shall this Agreement be terminated, for any breach of its obligations hereunder resulting from causes beyond its reasonable control. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure as described by Civil Code Section 1511, which cannot through reasonable efforts (not including litigation) be overcome or substantially mitigated by the affected Party. It shall include, without limitation, power interruptions or outages; fires, strikes (of its own or other employees), insurrection or riots, embargoes, and interference by civil or military authority (an "Event of Force Majeure").
- 13.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 13.3. If an Event of Force Majeure shall continue for more than seven (7) days, the LICENSE FEES shall be abated until such time as SERVICES are restored; or in the election of Company, if the time, costs or problems encountered to fix the Event of Force





Majeure are not too costly or otherwise not acceptable, Company may terminate this Agreement without any further obligation and without liability to Customer unless Company was the actual cause of the Event of Force Majeure.

#### 14. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

#### 15. Notices

Any notice request instruction or other document to be given hereunder shall be delivered or sent by first class regular mail or by facsimile transmission (such facsimile transmission notice to be confirmed by letter mailed within twelve (12) hours) to the address or to the facsimile number of the other party set out in the TERM SHEET of this Agreement (or such other address or numbers as may have been notified).

#### 16. Invalidity and Severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

#### 17. Entire Agreement

The Company shall not be liable to the Customer for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of execution of this Agreement other than those representations agreements statements or undertakings confirmed by a duly authorized representative of the Company in writing or expressly incorporated or referred to in this Agreement.

#### 18. Successors

This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

### 19. Assignment and Sublicensing

The Customer shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sublicense the use (in whole or in part) of the Intellectual Property without the prior written consent of the Company.

#### 20. Headings

Headings to Paragraphs in this Agreement are for the purpose of information and identification only and shall not be construed as forming part of this Agreement.

#### 21. Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto agree to submit to the nonexclusive jurisdiction of the California courts. Venue shall be in Placer County, California.

#### 22. Miscellaneous.

The recitals are incorporated into this Agreement. Time is of the essence. Neither party shall have a presumption of ambiguity placed in their favor, and the parties have both had an opportunity to review and negotiate the terms hereof, and they both expressly





disclaim any presumptions in the interpretation or construction of this Agreement.

#### 23. Insurance.

Company agrees to carry and maintain, throughout the term of this Agreement, comprehensive commercial general liability insurance with limits of Two Million Dollars (\$2,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both Parties to protect Company and Customer against liability or claims of liability which may arise out of this Agreement. Company further agrees to carry and maintain, throughout the term of this Agreement, Cyber Liability Insurance to cover Security, Privacy, Business Interruption, Cyber Extortion and Denial of Service with limits of Two Million Dollars (\$2,000,000) per occurrence. Company further agrees to carry and maintain, throughout the term of this Agreement, errors and omissions insurance, where such policy limits shall be at least Two Million Dollars (\$2,000,000) per occurrence, and cover technology errors and omissions items. Collectively, each of the foregoing are referred to as the "Required Insurance". Company agrees to provide an endorsement to each policy stating such insurance as is afforded by this policy shall be primary, and any insurance carried by Customer shall be excess and noncontributory. Company agrees to maintain workers' compensation insurance as required under the laws of the State of California.

- 24. Privacy Policy and Terms and Conditions of Use for Diverse Network Associates, Inc. In agreeing to the Application License and Support Agreement, the Customer also agrees to the Privacy Policy found online at https://www.catapultems.com/Home/Privacy and the Terms and Conditions of Use for Diverse Network Associates, Inc. found online at https://www.catapultems.com/Home/Terms.
- 25. Ownership and Control of Pupil Records.
- 25.1 PUPIL RECORDS. PUPIL RECORDS shall continue to be the property of and under the control of the Customer in accordance with California Education Code section 49073.1. For purposes of this Section 25, "De-identified Information" means information that cannot be used to identify an individual pupil. For purposes of this Agreement, "PUPIL RECORDS" does not include De-identified Information, including aggregated De-identified Information, used by Company to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Company's products in the marketing of those products; or for the development and improvement of educational SITES, SERVICES, or applications.
- 25.2 Ownership and Control of Pupil-Generated Content.

The Company does not provide a platform by which pupils can create content; therefore, the Company does not provide a means by which pupils may retain possession and control of such content

- 25.3 Use of PUPIL RECORDS. Company shall not use any information in the PUPIL RECORDS for any purpose other than those required or specifically permitted by this Agreement.
- 25.4 Review of PUPIL RECORDS. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by contacting the Customer. Customer's district personnel shall have direct access to pupil data via the CatapultEMS product account login to review pupil data. Company will provide Customer with a copy of pupil data, and shall modify and/or delete such data upon written request by the Customer. Company shall provide such PUPIL RECORDS and/or correct such errors within five (5) days of receipt of written notice. Company shall reasonably cooperate with the Customer in complying with this mandate.
- 24.5 Security and Confidentiality of PUPIL RECORDS. Company is committed to maintaining the security and confidentiality of pupil records. To that end, the Company has taken the following actions: (a) limiting employee access to pupil data based on roles and responsibilities; (b) conducting background checks on employees who have access to student data; (c) conducting privacy training that includes FERPA for employees with access to pupil data; (d) protecting personal information with technical, contractual, administrative, and physical security safeguards in order to protect it from unauthorized access, release or use.





25.6 Breach Notification Process. Company, within one (1) business day of actual discovery of any breach or unauthorized disclosure of PUPIL RECORDS, shall notify Customer in writing of the breach or unauthorized disclosure. Company's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the PUPIL RECORDS used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Company has done or shall do to mitigate any effect of the unauthorized use or disclosure, (v) what corrective action Company has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) Company personnel that Customer can contact. Company shall provide such other information, including a written report, if requested by Customer. Company will keep Customer fully informed until the incident is resolved.

25.7 Retention and Destruction of PUPIL RECORDS. Company certifies that a PUPIL'S RECORDS shall not be retained or available to Company upon completion of the term of this Agreement. At the termination of this Agreement, PUPIL RECORDS in the possession of Company shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of this Agreement, Company shall return all PUPIL RECORDS to Customer in a format acceptable to Customer, or if return is not feasible as determined by Customer in written notice to Company, destroy any and all PUPIL RECORDS. Company shall not destroy any PUPIL RECORDS without express written permission of Customer. Company shall comply with any litigation hold or order to preserve PUPIL RECORDS.

25.8 Compliance with FERPA. Company agrees to work with Customer to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review pupil records and to correct any inaccuracies therein. The parties acknowledge and agree that the Customer is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Company is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the SERVICES hereunder.

25.9 Prohibition on Targeted Advertising. Company prohibits using personally identifiable information in PUPIL RECORDS to engage in targeted advertising.

25.10 Termination. If Customer reasonably determines in good faith that Company has materially breached any of its obligations under this Amendment or the Agreement, Customer, in its sole discretion, shall have the right to provide Company with written notice of a fifteen (15) day period to cure the breach. If Company fails to cure a breach within that period of time, Customer may terminate the Agreement immediately. If, in its sole discretion, Customer determines that a cure is not possible, Customer may provide written notice of immediate termination of the Agreement.

25.11 Acknowledgements and Limitations. Notwithstanding anything to the contrary in Sections 25.1 through 25.10, Customer acknowledges that Company is not responsible for deciding if, when or how to display PUPIL RECORDS on the SYSTEM, and that all PUBLIC RECORDS shall be maintained on the SYSTEM where the authority to view the PUPIL RECORDS is given solely to the Customer. Customer shall have the right, at all times, to decide if, how and when to use the PUPIL RECORDS.

26. Third Party Services. We may share information with third party vendors, hosting partners, and analytic companies including Amazon Web Services and Twilio to provide the necessary hardware, software, emailing, networking, storage, and related technology required to perform the Services. These companies are authorized to use your Personal Information only as necessary to provide these services to us.



# EXHIBIT "A" CATAPULT EMERGENCY MANAGEMENT SYSTEM OVERVIEW

Catapult EMS is a complete Emergency Management System for K-12 schools, where student and staff safety is the prime concern in an emergency situation.

With Catapult EMS, you can enhance the safety of your students and staff with real-time communication and information management. Users can report and manage real-time information about evolving threats and the location and well-being of teachers and students during an emergency situation.

The system is configurable to your district and site needs, allowing you full control over who logs onto the system and what information is displayed.

Community Threat Reporting: Anyone – teachers, staff, students, parents, community members – may report a threat via phone, e-mail or a Report Incident button on the district website, complete with text and photos.

#### Threat Examples:

- Man taking photos near playground
- Gunman on campus
- Natural disaster
- Combative student
- Bullvina

#### One-Click Notification

Your designated users of the CatapultEMS system -- District and Site Administrators, Teachers, Staff, Law Enforcement, First Responders, etc. – are informed and can communicate their safety status via any web-enabled device – cell phone, computer, iPad, etc.

#### Catapult EMS has four modes

- Incident Report Reporting incidents into the system by the general public, school staff, and/or school site
  administrators.
- Code Yellow for threat situations that require everyone to be on high alert, but that do not yet meet the criteria for a full-blown lockdown
- Code Red for full lockdown emergency situations
- Drill Mode to test the system before an actual emergency occurs

Code Yellow mode allows information to be broadcast while the threat is under investigation. Users can report their status and have real-time information about the incident, without disrupting student learning. District or site administrators can easily cancel the Code Yellow if contained or escalate to a Code Red with one click.

#### **Easily Locate Students**

Catapult EMS integrates with Active Directory and your Student Information System to allow automatic population of teacher and student lists. When staff logs on, Catapult EMS automatically knows the bell schedule and quickly presents the teacher with the correct roster. Teachers can immediately do a quick roll call, report their students' safety status, pin their location on a Google map, and generate a list of any students not accounted for, so they can be located elsewhere. User status and location can be updated at any time, giving all users a real-time view of what is happening within the building and where help can be directed.

#### **Protect Your Schools**

Good information can enhance your chances of a safe outcome to an emergency situation on campus. Catapult EMS gives you the real-time, moment-by-moment information and communication you need to promote that safe outcome for your students and staff.

#### **Catapult EMS Features:**

- Web based access from almost any device with an Internet connection
- · Simple, familiar, easy-to-use interface
- · Train staff in minutes
- Drill Mode for testing the system before an emergency
- Code Yellow investigative mode
- Code Red lockdown mode
- · Real-time reporting and data for users
- Users report location on login-protected Google Maps
- Integrated with Active Directory and Student Information Systems
- Data encryption
- · Secure cloud-based hosting
- Not dependent on local network when used from cellular device
- Free automated updates

Diverse Network Associates specializes in K12 educational support products. Since 2000 DNA has been developing web-based, secure, easy-to-use, powerful products that meet the direct needs of their K12 customers.

DNA is proud to present Catapult EMS, the only complete Emergency Management System designed to meet the needs of K12 Educators.





#### **EXHIBIT "B"**

#### CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT

Client:	Marysville Joint Unified School District		
Contact:	Michael Hodson	First Invoice: July 1, 2018	
Address:	1919 B Street	Contract Start: July 1, 2018	
City:	Marysville	Contract End: June 30, 2020	
State:	CA Postal Code: 95901	Angie Brown (abrown@catapultk12.com)	_

#### I. SUMMARY OF SERVICES TO BE PROVIDED

#### **Yearly Services Fees**

TIER 3: Safety Team + Staff/Teachers + Full Student Accountability

Yearly Service Includes: software service, support, and data storage for 24 total sites

**Anonymous Bully Reporting & Anonymous Threat Reporting** 

Yearly Service Includes: software service, support, and website set-up

**Multi-Year Optional Online LMS Training** 

Includes: Site Safety Team, Bully Response Team, Staff/Teacher and Police Refresher Training at Year 2 for up to 0 users

#### II. SCHEDULE OF PERFORMANCE

CatapultEMS shall commence the software services beginning in July 01, 2018. The service contract will start July 01, 2018 with completion by June 30, 2020 (a total of 24-months).

#### III. COMPENSATION FOR SERVICES

CatapultEMS' total compensation for services performed under this Agreement:

YEAR TIOTAL (STARTIN		(STARTING JUL 2018 – JUN 2019)
One-Time Set	up Fees:	\$0.00
Service Fees:	(PRORATED FOR 12-MONTHS	\$16,822.08
TOTAL YEAR 1	AMOUNT:	\$16 822.08

YEAR 2 TOTAL		(CONTRACT FROM JUL 2019 — JUN 2020	
	Re-Training Fees:	Included	
	Est. Annual Service Fees:	\$16,822.08	

TOTAL YEAR 2 AMOUNT:

\$16,822.08

## **INVOICING TERMS**

\$16,822.08 Jul 01, 2018, Catapult will invoice for the Total Year 1 Amount. \$16,822.08 July 1, 2019, Catapult will invoice for the Total Year 2 Amount.



## EXHIBIT "B" CATAPULT EMS PROFESSIONAL SERVICES AGREEMENT

#### IV.

IV. TERMS AND CONDITION	S				
	m the Services in accordance with RETO AND INCORPORATED HERIN		this Agreement,	INCLUDING THE GENERAL TERMS AND	
(2) Invoices will be sent to:					
Billing Contact Name:	Angela Salcido				
Billing Contact Email:	asalcido@mjusd.com				
Billing Contact Phone:	530-749-6114				
Mailing Address:	1919 B Street, Marysville, CA 95901				
Send invoices via:	asalcido@mjusd.com			(e.g. Mail or Emall)	
(3) Changes made to printed	(3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by either party.				
(4) This instrument is void to	the extent it requires payment b	y the District of more than the	e contract amou	nt.	
V. SIGNATURE AND AGREEM	IENT				
This CATAPULT EMS PROFESSION and:	NAL SERVICES AGREEMENT is mad	le and entered into this July 0°	1, 2018 by and b	etween Marysville Joint Unified School District	
Diverse Network Assoso	ciates, Inc. dba Catapult K12	5098 Foothills Bl Fax: 530-230-9996	lvd,. Ste. 3 #396, 	Roseville, CA 95747 Tax ID: 48-1284049	
In witness whereof, the parties h	ereto have caused their respectiv	re duly authoritized represent	atives to sign thi	is Agreement as set forth below.	
Marysville Joint Unified So	hool District Representative		CatpultEMS R	epresentative	
Michael Hodson			Jason Jeffery		
Printed Name			Printed Name	OK	
Signature		Janes Hory	Janes Hour		
		Signature			
Assistant Superintendent of Bu	siness Services		Owner		
Title Title					
9/8/18	`		8/7/2018		

Date

Date