Public View Report

Board of Education Regular Meeting
Carmel USD
June 23, 2021 4:30PM
NOTICE OF TELEPHONIC/ELECTRONIC REGULAR MEETING OF THE BOARD OF EDUCATION 4:30 PM Closed Session 5:30 PM Open Session

Mission Statement:

The Carmel Unified School District community produces lifelong learners who are prepared for the challenges of higher education, the workplace, and their role as citizens of an ever-changing global community.

I. OPENING BUSINESS

Quick Summary / Abstract:

Attendance and Public Comment During COVID-19 Pandemic

Given the current Monterey County Order covering the territory of the District, and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the District has taken steps to utilize technology to encourage full public participation during meetings. The District thanks you for your cooperation in advance. Our community's health and safety is our highest priority.

To Attend the Meeting:

The meeting will be accessible online through the following two options:

1. To view the meeting only - Go to the CUSD Board Meeting YouTube Channel at https://youtube.com/c/CUSDBoardMeeting. The District will begin the live stream of the meeting no later than the date and time of the Board meeting.
2. To view the meeting *and* make audio comments - Log in to the CUSD Board Zoom Meeting. The District will publish the link and password for the Zoom option on the District's webpage (click here to access the District webpage) no later than the date and time of the Board meeting. The Zoom meeting capacity is limited to the first 500 attendees.

Please note that the audio and video portions of all electronic meetings are recorded.

To Provide Public Comment:

The public may provide public comment as follows:

1. For agendized items - For comments regarding items on the agenda, you may provide comment after any staff presentation and before Board discussion on the item. You may raise your hand to speak via zoom when the item is called. You will be announced and unmuted when it is your time to comment. When you are called upon, you may introduce yourself and provide your comment. If you wish to comment on more than one agenda item, please wait until each item is called by the Board.

2. For non-agendized items and reports - For comments regarding items that are within the Board's jurisdiction, but not on the agenda, you may provide comment under "III.C. Public Comment on Non-Agendized Items and Reports." When that item is called you may raise your hand to speak via zoom. You will be announced and unmuted when it is your time to comment. When you are called upon, you may introduce yourself and provide your comment.

Because of time constraints, community members wishing to address the Board are allotted **three** minutes per speaker, but this may be reduced to **two** minutes per speaker depending on

the number of speakers. To determine the proper time allotment, all speakers who wish to comment on an item will be asked to raise their hands via Zoom when public comment is opened, and the Board will then take comments from those who raise their hand at that time. Please note that speaking time cannot be delegated to another person. The total time for public comment for each agendized item shall not exceed 20 minutes.

The Board of Education is committed to maintaining a respectful and productive environment that fosters a culture of civility where staff, the community and the Board feel safe to express themselves and are free from bullying, harassments, and threats. The Board welcomes your comments and requests that you express yourself accordingly. Thank you for your interest in our schools and this meeting.

I.A. CALL TO ORDER/ESTABLISH QUORUM

Quick Summary / Abstract:

By Roll Call Vote.

Minutes:

Sara Hinds called the meeting to order at 4:30 pm and established a quorum, by roll call vote, 5-0.

I.B. ADOPT AGENDA

Actions:

Motion

Adopt agenda as presented. Passed with a motion by Anne-Marie Rosen and a second by Tess Arthur.

Vote:

Yes Tess Arthur.
Yes Sara Hinds.
Yes Seaberry Nachbar.
Yes Karl Pallastrini.
Yes Anne-Marie Rosen.

I.C. PLEDGE OF ALLEGIANCE

Minutes:

Board Member Seaberry Nachbar led the Pledge of Allegiance.

II. CLOSED SESSION

Quick Summary / Abstract:

Before adjourning to closed session the Board will identify the closed session items and accept public comment on these items.

Minutes:

Board President Sara Hinds identified the following closed session items:

II.A. Student Discipline or Other Confidential Student Matters Pursuant to Education Code sections 35146, 48900 et seq., 48912(b), and 49060 et seq., and 20 U.S.C. section 1232g

Quick Summary / Abstract:

Case # 20.21.02

II.B. Conference with Labor Negotiator Pursuant to Government Code §54957.6, subd. (a)

Quick Summary / Abstract:

Agency designated representative: Craig Chavez, Trisha Dellis, and Yvonne Perez
Regarding Represented and Unrepresented Employees: Non-represented Groups (except Superintendent)

Minutes:

II.C. Public Employee Discipline/Dismissal/Release/Complaints Pursuant to Government Code §54957

Minutes:

There were no public comments on closed session items. The Board adjourned into closed session at 4:33 pm.

III. RECONVENE TO OPEN SESSION

Minutes:

The Board reconvened into open session at 5:30 pm.

III.A. REPORT ACTION TAKEN IN CLOSED SESSION, IF ANY

Minutes:

For agenda item II.A., regarding expulsion case #20.21.02, the Board, in open session, agreed to approve the stipulated expulsion agreement by a unanimous, 4-0 vote, with a motion by Tess Arthur and second by Seaberry Nachbar. Board Member Karl Pallastrini was absent, joining after the motion was completed.
For agenda item II. B, the Board provided direction and parameters.
For agenda item II. C., in closed session, the Board took action to approve resolution #21-20 Non-Reemployment of temporary certificated employees releasing 2 temporary certificated employees at the end of the 2020/2021 school year by a unanimous, 5-0 vote, and directed staff to provide the required legal notices to the temporary certificated employees. The Board took action to unanimously approve a settlement agreement regarding the resignation of 1 certificated teacher, the resignation and agreement are not final until a waiting period on revocation has passed.

III.B. AUDIENCE IS NOTIFIED THAT THE OPEN SESSION WILL BE AUDIO TAPED

Minutes:

Board President Sara Hinds notified the audience that open session would be audio taped.

III.C. PUBLIC COMMENT ON NON-AGENDIZED ITEMS AND REPORTS

Quick Summary / Abstract:

Anyone wishing to address the Board on items within the Board's jurisdiction that are not on the agenda or regarding reports under Item III. D. may do so at this time. Community members wishing to address the Board are allotted **THREE** minutes per speaker. Please note that speaking time cannot be delegated to another person. Should more than 20 people wish to address any one topic, the Board may elect to allot **TWO** minutes per speaker. Without taking action, Board members or district staff members may briefly respond to statements made or questions posed by the public about items not appearing on the agenda.

Minutes:

A Community member weighed in on an item related to non-agenized items by providing a statement and comment. Please see YouTube video of meeting for details for this agenda item. https://www.youtube.com/c/CUSDBoardMeeting

III.D. BOARD, SUPERINTENDENT, ACT/CSEA COMMENTS

Quick Summary / Abstract:

ROUTINE STATUS REGARDING CAMPUS ACTIVITIES, MEETING SCHEDULES, CONFERENCES AND MEETINGS ATTENDED, AND RECENT DEVELOPMENTS FROM:

1. Board Members: Tess Arthur, Sara Hinds, Seaberry Nachbar, Karl Pallastrini, and Anne Marie Rosen
2. Interim Superintendent: Trisha Dellis
3. Association Representatives: Association of Carmel Teachers (ACT) and California School Employees Association (CSEA)

Minutes:

The Board of Education gave updates regarding recent site visits, discussions with Community members, and the 2020-21 Summer School programming currently occurring at various CUSD sites. Interim Superintendent, Trisha Dellis, not present.

ACT Representative, Secretary Leigh Cambra, shared an update regarding the Summer School programming which she is currently overseeing as principal for the K-8 program held at Carmel Middle School. She explained the process for developing the K-8 program, stated there are 75 students attending and all staff are either current or retired teachers.
CSEA Representative, not present.

IV. CONSENT CALENDAR

Actions:

Motion	Vote:
Approve Consent Calendar as presented. Passed with a motion by Anne-Marie Rosen and a second by Seaberry Nachbar.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Quick Summary / Abstract:

Pursuant to Board Bylaw 9322 and in order to promote efficient meetings, the Board may bundle a number of items and act upon them together through the use of a consent calendar agenda. Consent agenda items are reserved for routine items that are deemed to be non-controversial and allow a governing board to save the bulk of its meeting time for subjects about which there is a need for discussion or debate. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. All matters listed under the Consent Calendar will be considered by the Board in one motion, by roll call vote. Pursuant to Board Bylaw 9322, the Board will accept public comment on these items, but there will be no discussion of these items prior to the time the Board votes on the motion unless any member(s) of the Board request specific items to be removed from the Consent Calendar for discussion.

IV.A. Approve Minutes

Recommended Motion:

The Board is asked to approve the minutes as presented.

Attachments:

BoE Meeting Minutes - June 9, 2021

IV.B. Certificated and Classified Personnel Items Lists

Rationale:

Certificated and Classified Personnel Items Lists.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

The Board is asked to adopt the Certificated and Classified Personnel Items Lists.

Craig Chavez, Chief Human Resources Officer

Financial Impact:

No financial impact.

Attachments:

Cert Pers
Class Pers

IV.C. Independent Contractor Service Agreements

Rationale:

The attached Independent Contractor Service Agreements are presented for approval.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the Independent Contractor Service Agreements as presented.

Yvonne Perez, Chief Business Official

Financial Impact:

As stated on the Independent Contract Service Agreement Summary.

Attachments:

A. Contract Summary
B. Carmel Valley Community Youth Center
C. CHUBB - Keenan
D. Cleary Consultants
E. GAMUT
F. Hugo Ventures
G. MCSI
H. Sudden Impact
I. Tope's Tree Service

IV.D. Independent Contractor Service Agreements - Ratify Only

Rationale:

The following Independent Contractor Service Agreement has been previously authorized and are presented for ratification.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

The Board is asked to approve the Ratified Independent Contractor Service Agreement as presented.

Yvonne Perez, Chief Business Official

Financial Impact:

As stated on the Ratified Independent Contract Service Agreement Summary.

Attachments:

A. Ratification Summary
B. Carmel Youth Center

IV.E. Authorization to Use Minnesota WSCA-NASPO Master Agreement to Purchase Dell Equipment for Carmel Unified School District for the 2021-2022 School Year

Rationale:

The administration is requesting authorization by the board to use the Minnesota WSCA-NASPO Master Agreement to Purchase Dell Equipment for Carmel Unified School District for the 2021-2022 School Year. This agreement was created following all rules of bidding for procurement, and offers advantageous pricing and convenience to the district as a "piggyback" contract.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

The Board is asked to approve Authorization to Use Minnesota WSCA-NASPO Master Agreement to Purchase Dell Equipment for Carmel Unified School District for the 2021-2022 School Year as presented.

Paul Behan, Chief Technology Officer

Financial Impact:

Not to exceed $200,000.00 out of the 2021-2022 Technology Budget with the use of multiple Purchase Orders.

Attachments:

Dell - NASPO - Tech 06.23.2021

IV.F. Authorization to Use Apple/Glendale Unified School District Piggyback Consent Agreement to purchase Apple product for Carmel Unified School District for the 2021-2022 School Year

Rationale:

The administration is requesting authorization to Use Apple/Glendale Unified School District Piggyback Consent Agreement to purchase Apple product for Carmel Unified School District for the 2021-2022 School Year.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

The Board is asked to approve the Authorization to Use Apple/Gendale Unified School District Piggyback Consent Agreement to purchase Apple product for Carmel Unified School District for the 2021-2022 School Year as presented.

Paul Behan, Chief Technology Officer

Financial Impact:

Not to exceed $50,000.00 out of the Technology and Site Budgets for the 2021-2022 off of Multiple POs.

Attachments:

Apple - Glendale USD - Tech 06.23.2021

IV.G. Vendor Terms and Conditions for 2021-2022 School Year

Rationale:

The attached Vendor Terms and Conditions are presented for approval.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the Vendor Terms and Conditions as presented.

Yvonne Perez, Chief Business Official

Financial Impact:

As stated on the Vendor Terms and Conditions Summary.

Attachments:

A. Curriculum & Instruction Terms & Conditions
B. Technology Terms & Conditions

IV.H. Request for Acceptance of Donation

Rationale:

Donation of 1998 Ford pickup truck to be used in auto shop for educational purposes.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Accept the donation as presented.

Yvonne Perez, Chief Business Official

Attachments:

Donation Acceptance Request

IV.I. Leave of Absence Request - Employee #158123

Rationale:

Leave of Absence Request - Employee #158123, classified staff, is requesting an unpaid leave of absence to complete student teaching from August 30, 2021 to December 19, 2021, and will return on January 3, 2022.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the unpaid leave of absence, as presented.

Craig Chavez, Chief Human Resources Officer

IV.J. Leave of Absence Request - Employee #158527

Rationale:

Leave of Absence Request - Employee ID#158527, classified staff, is requesting an unpaid leave of absence to complete student teaching placement, from August 4, 2021 to November 5, 2021, and will return to work on November 8, 2021.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the unpaid leave of absence, as presented.

Craig Chavez, Chief Human Resources Officer

V. ACTION/DISCUSSION/INFORMATION ITEMS

Quick Summary / Abstract:

The Board will accept public comment on each item when taken up by the Board.

V.A. CA Dashboard Local Indicators Self-Evaluation Report Approval

Rationale:

The Board is presented with the CA Dashboard Local Indicators Self-Evaluation Report. Starting in 2020-2021, the self-evaluation report is required to be presented and approved by the Board of Education in conjunction with the proposed approval of the Local Control and Accountability Plan (LCAP). The data from this report will be uploaded by CUSD into the CA Dashboard Reporting System in the Fall of 2021.

GOAL 1: INSTRUCTIONAL EXCELLENCE & INNOVATION
All students will engage in challenging, innovative, and relevant learning experiences to prepare them for college, career and global citizenship.

GOAL 2: STUDENT SUPPORT & ENGAGEMENT
All students will achieve personal wellness through an environment that fosters health and happiness.

GOAL 3: CONTINUOUS PROFESSIONAL LEARNING
All staff will engage in high quality professional learning to meet the district's academic and social-emotional goals.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the CA Dashboard Local Indicators Self-Evaluation Report as presented. Blaise

DiGirolamo, Chief Academic Officer Paul Behan, Chief Technology Officer

Actions:

Motion	Vote:
Approve the CA Dashboard Local Indicators Self-Evaluation Report as presented. Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

Not Applicable.

Attachments:

20-21 CUSD Local Indicators Self-Evaluation
20-21 Local Indicators Presentation

V.B. 2021-24 Local Control Accountability Plan (LCAP) Approval Request

Rationale:

The Board is presented with the second read of the 2021-2024 Local Control Accountability Plan (LCAP).

GOAL 1: INSTRUCTIONAL EXCELLENCE & INNOVATION
All students will engage in challenging, innovative, and relevant learning experiences to prepare them for college, career and global citizenship.

GOAL 2: STUDENT SUPPORT & ENGAGEMENT
All students will achieve personal wellness through an environment that fosters health and happiness.

GOAL 3: CONTINUOUS PROFESSIONAL LEARNING
All staff will engage in high quality professional learning to meet the district's academic and social-emotional goals.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

The Board is asked to approve the 2021-2024 Local Control Accountability Plan (LCAP) as presented.

Blaise DiGirolamo, Chief Academic Officer

Actions:

Motion	Vote:
The Board is asked to approve the 2021-2024 Local Control Accountability Plan (LCAP) as presented. Passed with a motion by Anne-Marie Rosen and a second by Karl Pallastrini.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

Not Applicable.

Attachments:

2021-2024 Proposed CUSD LCAP

V.C. Fiscal Year 2021-2022 Budget Adoption and Excess Reserves

Rationale:

The Board is required to adopt the Fiscal Year 2021-2022 General Operating Budget and 2020-2021 Carmel USD Statement of Reasons for Excess Reserves prior to July 1, 2021.

GOAL 4: SYSTEMIC SUPPORTS *Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.*

Recommended Motion:

Adopt the Fiscal Year 2021-2022 General Operating Budget and 2020-2021 Carmel Unified School District Statement of Reasons for Excess Reserves as presented.

By roll call vote.

Yvonne Perez, Chief Business Official

Actions:

Motion	Vote:
Adopt the Fiscal Year 2021-2022 General Operating Budget and 2020-2021 Carmel Unified School District Statement of Reasons for Excess Reserves as presented. Passed with a motion by Karl Pallastrini and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

Per SACS Report

Attachments:

Fiscal Year 2021-2022 Adopted Budget
Statement of Reasons for Excess Reserves

V.D. 2021-22 School Plan for Student Achievement - Captain Cooper Elementary School

Rationale:

Each year, schools are required to work with their communities to establish a School Plan for Student Achievement (SPSA). The School Site Councils have approved these school plans based upon input from a variety of community sources.

GOAL 1: INSTRUCTIONAL EXCELLENCE & INNOVATION
All students will engage in challenging, innovative, and relevant learning experiences to prepare them for college, career and global citizenship.

GOAL 2: STUDENT SUPPORT & ENGAGEMENT
All students will achieve personal wellness through an environment that fosters health and happiness.

GOAL 3: CONTINUOUS PROFESSIONAL LEARNING

All staff will engage in high quality professional learning to meet the district's academic and social-emotional goals.

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve the Captain Cooper Elementary School's School Plan for Student Achievement (SPSA) as presented.

Blaise DiGirolamo, Chief Academic Officer

Actions:

Motion	Vote:
Approve the Captain Cooper Elementary's School Plan for Student Achievement (SPSA) as presented. Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

Not Applicable.

Attachments:

2021-22 SPSA - Captain Cooper Elementary

V.E. New Positions: 3 - Special Ed Instructional Assistant, 6.5 hours/0.8125 FTE; 1 - Behavior Intervention Assistant, 6.5 hours/0.8125 FTE

Rationale:

Director of Special Education, Steve Gonzalez, has determined the need for additional positions to serve student needs starting in the 2021/2022 school year. These supports are for new students and student movement within our schools.

- 2 Special Ed Instructional Aides - River
- 1 Special Ed Instructional Aide - Carmelo
- 1 Behavior Intervention Assistant - CHS

Recommended Motion:

Approve the new positions: 3 Instructional Assistants for a total of 2.4375 FTE and 1 Behavior Intervention Assistant for a total of 0.8125 FTE.

Craig Chavez, Chief Human Resources Officer

Actions:

Motion	Vote:
Approve the new positions: 3 Instructional Assistants for a total of 2.4375 FTE and 1 Behavior Intervention Assistant for a total of 0.8125 FTE. Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

The total estimated cost of the recommended positions including statutory and health and welfare benefits is $272,000 and would be paid from the general fund.

V.F. New Job Descriptions and Associated Salary Schedules: Director of Communications and Community Engagement, Board Certified Behavior Analyst, and Mental Health Licensed Therapist

Rationale:

At the regular meeting on June 9, 2021, the Board approved new positions for which there are no existing approved job descriptions and salary schedules. The three positions are as follows:

- Director of Communications and Community Relations - Classified Management (225 work days)
- Board Certified Behavior Analyst (BCBA) - Student Support Services (200 work days)
- Mental Health Therapist - Student Support Services (184 work days)

Like the current Licensed Clinical Social Worker, the BCBA and Mental Health Therapist positions, are slated to become a part of the Student Support Services group of employees. The Director of Communications and Community Relations is a cabinet-level, classified manager who will receive direction from the Superintendent. The proposed job descriptions and salary schedules are attached.

Recommended Motion:

Approve the job descriptions and salary schedules for the identified classifications.

Craig Chavez, Chief Human Resources Officer

Actions:

Motion	Vote:
Approve the job descriptions and salary schedules for the identified classifications as presented. Passed with a motion by Karl Pallastrini and a second by Tess Arthur.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

No additional impact, the estimated cost was accounted for when the positions were approved at the June 9, 2021 Board meeting.

Attachments:

A. Director of Communications and Community Relations Job Description
B. Classified Management Salary Schedule 7/1/21
C. BCBA Job Description
D. Licensed Mental Health Therapist Job Description
E. Student Support Services Salary Schedule 7/1/21

V.G. Resolution #21-17 Awarding Contract: CMS Concrete Expansion (Bid Award)

Rationale:

The following Resolution is awarding the bid for the Carmel Middle School Concrete Expansion.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and

retention of highly qualified staff.

Recommended Motion:

Approve the Resolution of the bid award for the Carmel Middle School Concrete Expansion as presented.

Dan Paul, Director of Facilities and Transportation

Actions:

Motion	Vote:
Approve Resolution #21-17, the bid award for the Carmel Middle School Concrete Expansion, as presented. Passed with a motion by Seaberry Nachbar and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Financial Impact:

Fund 40-Special Reserve Capital Outlay: Cost Not to exceed $70,274.13

Attachments:

A. Cover Letter - CMS Concrete Expansion
B. Bid Results
C. Contractor Agreement - Pueblo Construction
D. Project Manual
E. Resolution #21-17 Award of Bid

V.H. Resolution #21-18 Notice of Completion: CMS Well Replacement

Rationale:

A Notice of Completion has been issued for the following: CMS Well Replacement

GOAL 4: SYSTEMIC SUPPORTS
Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve Notice of Completion Resolution #21-18, by roll call vote, as presented.

Dan Paul, Director of Facilities and Transportation

Actions:

Motion	Vote:
Approve Notice of Completion Resolution #21-18, by roll call vote, as presented. Passed with a motion by Karl Pallastrini and a second by Seaberry Nachbar.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Attachments:

Resolution #21-18 Notice of Completion - CMS Well Replacement

V.I. Resolution #21-19 Notice of Completion: CVHS Shade Structure

Rationale:

A Notice of Completion has been issued for the following: CVHS Shade Structure

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve Notice of Completion Resolution #21-19, by roll call vote, as presented.

Dan Paul, Director of Facilities and Transportation

Actions:

Motion	Vote:
Approve Notice of Completion Resolution #21-19, by roll call vote, as presented. Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Attachments:

Resolution #21-19 Notice of Completion - CVHS Shade Structure

V.J. Resolution #21-21 Authority to Enter into Contracts

Rationale:

Education Code Section 35161 provides that the Governing Board may delegate authority to administration to perform duties on the Boards behalf. The Carmel Unified School District Governing Board authorizes and empowers the Superintendent or Designee to enter into contracts under $20,000 from June 23, 2021 through June 30, 2022, and be it further resolved that the Carmel Unified School District Governing Board retains the authority to approve all contracts.

GOAL 4: SYSTEMIC SUPPORTS

Carmel Unified School District will maintain strong and responsive systemic supports in pursuit of its overall mission and through the development and maintenance of facilities, responsive and innovative technologies, alignment of budgetary resources to district goals, and the recruitment and retention of highly qualified staff.

Recommended Motion:

Approve, by roll call vote, Resolution #21-21 Authority to Enter Into Contracts Under $20,000.00 as presented.

Yvonne Perez, Chief Business Official

Actions:

Motion	Vote:
Approve, by roll call vote, Resolution #21-21 Authority to Enter Into Contracts Under $20,000.00 as presented. Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.	**Yes** Tess Arthur. **Yes** Sara Hinds. **Yes** Seaberry Nachbar. **Yes** Karl Pallastrini. **Yes** Anne-Marie Rosen.

Attachments:

Resolution #21-21

VI. BOARD OPERATIONS

Quick Summary / Abstract:

The next regular meeting of the Board is scheduled for July 21, 2021

VI.A. Future Topics

Rationale:

This is an informational item only, and subject to change.

Quick Summary / Abstract:

Any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a subsequent meeting. Additionally, pursuant to Board Bylaw 9322, between meetings members of the public may submit written requests that a matter within the jurisdiction of the Board be placed on the agenda of a subsequent meeting. Platform (link) to submit requests in writing can be found on the district website/board webpage at: https://www.carmelunified.org/domain/3

Minutes:

There were no public comments or Board discussion on Future Topic items.

Attachments:

Future Topics - BoE Meeting - June 23, 2021

VII. ADJOURNMENT

Minutes:

The Board adjourned the meeting at 6:41 pm.

Disability Information:

If you require special assistance such as auxiliary aids or services in order to access the Board meeting room, review the agenda, or otherwise participate in this meeting, please contact the Secretary to the Superintendent at 624-1546 ext. 2021. Please provide sufficient advance notice to allow the District time to arrange for your accommodation.

6/23/2021 4:30:00 PM (Original)

Present	Tess Arthur
Present	Sara Hinds
Present	Seaberry Nachbar
Present	Karl Pallastrini
Present	Anne-Marie Rosen

ATTACHMENTS

CARMEL UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Minutes of Board of Education Regular Meeting
June 09, 2021, 4:30 PM

NOTICE OF TELEPHONIC/ELECTRONIC REGULAR MEETING OF THE BOARD OF EDUCATION

4:30 PM Closed Session

5:30 PM Open Session

Attendance Taken at 4:30 PM:

Present:
Tess Arthur
Sara Hinds
Seaberry Nachbar
Karl Pallastrini
Anne-Marie Rosen

I. OPENING BUSINESS

A. CALL TO ORDER/ESTABLISH QUORUM

Minutes:
Sara Hinds called the meeting to order at 4:30 pm and established a quorum, by roll call vote, 4-0, with Board Member Seaberry Nachbar absent and joined closed session at 4:33 pm.

B. ADOPT AGENDA

Motion Passed: Adopt agenda as presented. Passed with a motion by Anne-Marie Rosen and a second by Tess Arthur.

Yes	Tess Arthur
Yes	Sara Hinds
Absent	Seaberry Nachbar
Yes	Karl Pallastrini
Yes	Anne-Marie Rosen

C. PLEDGE OF ALLEGIANCE

Minutes:
Board Members Karl Pallastrini and Anne-Marie Rosen led the Pledge of Allegiance.

II. CLOSED SESSION

Minutes:
Board President Sara Hinds identified the following closed session items:

A. Conference with Legal Counsel - Anticipated Litigation

B. Conference with Labor Negotiator Pursuant to Government Code 54957.6, subd. (a)

C. Public Employee Discipline/Dismissal/Release/Complaints Pursuant to Government Code 54957

Minutes:
There were no public comments on closed session items. The Board adjourned into closed session at 4:32 pm.

III. RECONVENE TO OPEN SESSION

A. REPORT ACTION TAKEN IN CLOSED SESSION, IF ANY

Minutes:
From closed session the Board of Education reported out the following:

For agenda item II.A., the Board provided direction and parameters for item II.A. on the Closed Session agenda.

The Board President, Sara Hinds, announced that the Board will reconvene back into closed session after open session to discuss items II. B. and II.C. on the closed session agenda.

B. AUDIENCE IS NOTIFIED THAT THE OPEN SESSION WILL BE VIDEO TAPED

Minutes:
Board President Sara Hinds notified the audience that open session would be audio taped.

C. PUBLIC COMMENT ON NON-AGENDIZED ITEMS AND REPORTS

Minutes:
A Community member weighed in on an item related to non-agenized items by providing a statement and comment. Please see YouTube video of meeting for details for this agenda item.

https://www.youtube.com/c/CUSDBoardMeeting

D. BOARD, SUPERINTENDENT, ACT/CSEA COMMENTS

Minutes:
The Board of Education gave updates regarding recent site visits and the CUSD graduation and promotion celebrations held this past week.

Trisha Dellis, Interim Superintendent, gave an update and provided additional details on the upcoming summer school programming being held at CUSD sites this summer.

ACT Representative, President Bill Schrier, reported out the many end of year activities occurring district wide and shared his experience at this year's CHS graduation ceremony. He also expressed what a thorough job Alicia Kruger, editor-in-chief CHS Sandpiper, did at the recent townhall meeting with incoming Superintendent Ted Knight.

CSEA Representative, not in attendance.

IV. CONSENT CALENDAR

Motion Passed: Approve consent calendar as presented. Passed with a motion by Seaberry Nachbar and a second by Tess Arthur.

Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

A. Approve Minutes

B. Certificated and Classified Personnel Items Lists

C. Independent Contractor Service Agreements

D. JR Fencing Contract - CMS fence and gates

E. Ratification of the Statement of Work for Robert Half Technology

F. Community Human Services Joint Powers 2021-2022 Allocation

G. Payroll Warrants - May

H. Accounts Payable Warrants - May

I. Ratification of Cal Card Purchases

J. Disposal of Surplus

K. Leave of Absence Request - Employee #157979

L. Request for Out-of-State Travel Approval

V. SPECIAL REPORTS AND APPEARANCES

A. Carmel High School Sexual Harassment/Sexual Assault Update

Minutes:
Staff gave an update/presentation on the CHS SEL Program objective, areas of study, curriculum, services, Title IX/Sexual Harassment Processes, Implications and Challenges

The Board asked clarifying questions, and general discussion ensued. For further details on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting

VI. ACTION/DISCUSSION/INFORMATION ITEMS

A. PUBLIC HEARING: 2021-2024 Local Control Accountability Plan (LCAP)

Minutes:
The Board President Opened the public hearing for comments. Heard presentation by staff. Heard public comments. Closed the public hearing.

No public comment. The Board asked clarifying questions, and general discussion ensued. For further details on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting

B. PUBLIC HEARING: Fiscal Year 2021-2022 Proposed Budget

Minutes:
The Board President opened the public hearing for comments. Heard presentation by staff. Heard public comments. Closed the public hearing.

No public Comment. The Board asked clarifying questions, and general discussion ensued. For further details on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting

C. Acknowledge and Honor Outstanding Service by District Employees during the 2020/2021 COVID-19 Pandemic and Approve One-Time Off-Schedule Payment

Motion Passed: Approve to acknowledge and honor outstanding service by District employees during the 2020/2021 Covid-19 Pandemic and approve one-time off-schedule payment.

The Board asked clarifying questions, and general discussion ensued. The Community weighed in by providing comments. For further details

on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting Passed with a motion by Tess Arthur and a second by Anne-Marie Rosen.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

D. Approve Up To 10 Additional Work Days Worked In Excess of the Defined Work Year Due to the 2020/2021 COVID-19 Pandemic

Motion Passed: Approve up to 10 additional work days worked in excess of the defined work year due to the 2020/2021 COVID-19 pandemic paid at the per diem rate.

The Board asked clarifying questions, and general discussion ensued. The Community weighed in by providing comments. For further details on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting Passed with a motion by Anne-Marie Rosen and a second by Karl Pallastrini.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

E. Approve New Positions as Presented Effective July 1, 2021

Motion Passed: Approve new positions as presented effective July 1, 2021.

The Board asked clarifying questions, and general discussion ensued. The Community weighed in by providing comments. For further details on these questions/comments, refer to the YouTube video of this meeting.

https://www.youtube.com/c/CUSDBoardMeeting Passed with a motion by Tess Arthur and a second by Seaberry Nachbar.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

F. EQ Schools Contract

Motion Passed: Approve the EQ Schools Contract as presented. Passed

with a motion by Tess Arthur and a second by Seaberry Nachbar.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

G. Amendment to Master Contract for Architect Services with HED Architects and HGHB Architects

Motion Passed: Approve Amendment to Master Planning Agreement with HED Architects and HGHB Architects as presented.

Passed with a motion by Tess Arthur and a second by Karl Pallastrini.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

H. Resolution #21-14 to Approve Designation of Authorized Agents

Motion Passed: Approve Resolution #21-14, Designating Authorized Agents as presented. Passed with a motion by Tess Arthur and a second by Karl Pallastrini.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

I. Resolution #21-15 Transition to a By-Trustee Area Election System

Motion Passed: Approve Resolution #21-15 Transition to a By-Trustee Area Election by roll call vote, as presented. Passed with a motion by Tess Arthur and a second by Karl Pallastrini.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

J. Resolution #21-16 - CCDC #CSPP-1310 2021-22FY Approval

Motion Passed: Approve Resolution #21-16 CCDC California State Preschool Program #CSPP-1310 as presented. Passed with a motion by Seaberry Nachbar and a second by Tess Arthur.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

K. 2021-2022 Legal Services Agreement with Lozano Smith

Motion Passed: Approve the 2021-2022 legal services agreement with Lozano as presented. Passed with a motion by Tess Arthur and a second by Karl Pallastrini.
Yes Tess Arthur
Yes Sara Hinds
Yes Seaberry Nachbar
Yes Karl Pallastrini
Yes Anne-Marie Rosen

VII. BOARD OPERATIONS

A. Future Topics

Minutes:
Information item only.

VIII. ADJOURNMENT

Minutes:
The Board adjourned back into closed session at 8:57 pm.

The Board reconvened back into open session at 9:45 pm and reported out on the following:

II. B. In closed session, the Board provided direction and parameters in regards to item II.B. regarding on the Closed Session agenda.

II. C. In closed session, the Board provided direction and parameters in regards to item II.C. on the Closed Session agenda.

The Board adjourned the meeting at 9:47 pm.

_____
Board Clerk

_____
Superintendent

A. CERTIFICATED APPOINTMENTS

Kortney Aronson, SPED Teacher/CHS, 08-03-2021

B. NON-REPRESENTED APPOINTMENTS

Daryl Albertson, CD Teacher/CCDC, 07-28-2021

C. RESIGNATION/RETIREMENTS

Paul Behan, Chief Technology Officer/Retirement, 11-02-2021

D. RELEASE FROM SERVICE

None

E. LEAVE OF ABSENCE

Krista Barsotti, Leave of Absence/Tularcitos, 08-03-2021 to 03-11-2022

F. SUBSTITUTES

None

G. ADDITIONAL ASSIGNMENTS

None

H. SHORT TERM/TEMPORARY

Kane Vandal, SPED Resource Teacher - ESY/SPED, 06-07-2021 to 07-02-2021
Jennie Lei, Speech & Language Pathologist – ESY/SPED, 06-04-2021 to 07-02-2021
Franklin Hsu, Summer School Math Integ. I/CHS, 06-07-2021 to 07-02-2021
Mary Robinson, Summer School Elementary/River, 06-14-2021 to 07-02-2021
Michele Pollock, Summer School Math Teacher/CMS, 06-14-2021 to 07-02-2021
Lisa Hanes, Summer School STEM/CMS, 06-14-2021 to 07-02-2021
Kim Hartnet, Summer School Elementary/River, 06-14-2021 to 07-02-2021
John Burns, Summer School Elementary/River, 06-14-2021 to 07-02-2021
Dana Reding, Summer School Elementary/Tularcitos, 06-14-2021 to 07-02-2021
Laura Southerland, Summer School Elementary/Tularcitos, 06-14-2021 to 07-02-2021
Elizabeth Golden, Summer School Elementary/Tularcitos, 06-14-2021 to 07-02-2021
Rachelle Parrs, Summer School Elementary/Captain Cooper, 06-14-2021 to 07-02-2021
Alisa Ibsen, Summer School Elementary/Captain Cooper, 06-14-2021 to 07-02-2021
Claire Cocchi, Summer School English/CMS, 06-14-2021 to 07-02-2021

I. TEMPORARY OR SHORT TERM ATHLETIC TEAM COACHES (Fall/Winter/Spring):

None

A. APPOINTMENTS

CLASSIFIED:

The following employee is being recommended for hire into an existing unfilled position:
None

The following employees are being recommended into a new position:
None

The following employee is being recommended for a reduction in hours:
None

The following employees are being recommended for hire as replacements:
Wilder Grummon, Health Aide/CHS, 08-04-2021
Phyllis Cahoon, Recreation Assistant, T-Rex/Tularcitos, 08-09-2021
(in addition to her two other existing positions)

NON-REPRESENTED:
None

SHORT TERM/TEMPORARY:
Virginia "Ginny" Velasquez, Instructional Aide-Summer School/ Cooper, 06-08-2021
Carolyn Sinclair, Health Aide-Summer School/Cooper, 06-08-2021
Ruby Way, TA Horticulture-Summer School/Cooper, 06-08-2021
Issac Magdelano, Instructional Assistant-Summer School/Carmel River, 06-14-2021
Daniel Durate, SPED BIA-Summer School/Tularcitos, 06-14-2021
Carli Livesey, SPED BIA-Summer School/Tularcitos, 06-14-2021
Ian Clark, SPED BIA-Summer School/Tularcitos, 06-14-2021
McKenna Sorensen, SPED Instructional Aide-Summer School/Tularcitos, 06-14-2021
Joy Smith, SPED Instructional Aide-Summer School/Tularcitos, 06-14-2021

TEMPORARY OR SHORT-TERM ATHLETIC TEAM COACHES (Fall/Winter/Spring):

None

TEMPORARY OR SHORT TERM ATHLETIC TEAM COACHES (Fall/Winter/Spring) Cont'd:
None

B. RESIGNATION/RETIREMENTS

Margarita Martinez Rivera, Instructional Aide/CCDC, 06-30-21 (resignation to accept new CCDC Teacher position)
Stephanie Jegat, Instructional Aide & Noon Duty/Carmel River, 06-04-2021 (resignation)
Rachel Martinez, Recreational Assistant/CCDC, 06-04-2021 (resignation)

C. RELEASE FROM SERVICE

None

D. LEAVE OF ABSENCE

None

E. SUBSTITUTES

Robert Paul, 06-08-2021

F. 39 MONTH REHIRE

None

A. INDEPENDENT CONTRACTOR SERVICE AGREEMENT SUMMARY

The following Independent Contractor Service Agreements are presented for approval:

Name/Site	Service	Cost (Not to exceed)
Carmel Valley Community Youth Center – Tularcitos	2021-2022 PE Swim Program	$14,000.00; Paid by PTO
CHUBB – Keenan & Associates – Business	Fine Art Insurance Policy Renewal 2021-2022	$1,722.00
Cleary Consultants – Facilities	Geotechnical and geological hazard report for CHS stadium lights project.	$10,400.00
GAMUT – CSBA – Superintendent	2021-2022 Renewal of GAMUT Online and CSBA membership.	$22,957.00
Hugo Ventures – Superintendent	2021-2022 graphic design services.	$20,000.00
MCSI Water System Management - Facilities	2021-2022 Cachagua water filtration system operation.	$30,000.00
Sudden Impact - CHS	Impact testing software and concussion testing.	$700.00
Tope's Tree Service - Facilities	2021-2022 tree trimming and removal as directed.	$20,000.00

APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: Tularcitos

Date(s) of Contracted Service: 6/23/2021 - 6/3/2022

Contractor Name: Carmel Valley Community Youth Center

Cost *(not to exceed)*: $14,000.00

Description of Service: Rental of the CVCYC Pool for our Physical Education Swim Program for 2021-2022. All staff is provided by CUSD. (Lifeguards, Swim Instructor and Instructional Aide. Two payments of $7,000. in the Fall (2021) and the Spring (2022). PTO covers cost.

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☐ District ☐ ASB ☒ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☐ **Fund 01** **Budget Source** _____

I have read and understand the terms of and approve the attached contract:

Ryan Peterson
Site/Department Administrator Signature

06/07/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT: EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **June 23, 2021** (the "Effective Date") by and between the Carmel Unified School District ("District") and **Carmel Valley Community Youth Center** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: **Provide swimming pool access for Tularcitos students, grades 3-5 to utilize for Physical Education swim lessons.**

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on **August 16, 2021** and shall terminate upon completion of the scope of work, but no later than **June 3, 2022**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay Contractor at the rate of $**14,000.00 to be paid in two installments due by August 1, 2021 and April 1, 2022.** District shall reimburse Contractor's reasonable travel expenses shall be reimbursed at the rate of $**0.00**. This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $**14,000.00.** District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the site; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees,

members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

X□ Comprehensive General Liability, in an amount not less than:
□ $500,000.00 per occurrence
X□ $1,000,000.00 per occurrence

□ Valid California Insurance Policy

The District shall be named as an additional insured on Contractor's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

A. **XX**□ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

B. □ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources

Officer or designee. (Education Code § 45125.1.)

Fingerprinting waived: Employees of District will be the only adults interacting with students.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:	Contractor:
Yvonne Perez, CBO Carmel Unified School District 4380 Carmel Valley Road Carmel, CA 93923	Carmel Valley Community Youth Center P.O. Box 126 Carmel Valley, CA 93924 224-7718

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Interim Superintendent

Date: _____

By: _____
Name: Yvonne Perez
Title: Chief Business Officer

CONTRACTOR

By: _____
Name: Teresa Goldberg
Title: President

Date: 6-10-2021

25 Ford Road, Carmel Valley, CA 93924
Website: www.cvcyc.org
831-659-3983

May 25, 2021
Re: Tularcitos P.E. Swim Program

MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL YEAR 2021-2022

Program Description:

Carmel Valley Community Youth Center(CVCYC) is a 501c(3) tax exempt organization, who rents its public access pool for the instruction of Tularcitos Students, grades 3-5 during the following dates:

- Monday- Friday, August 16th,2021 thru October 1st, 2021; 8:40am-3:00pm
- Monday-Friday, April 18th, 2022 thru June 3rd, 2022; 8:40am-3:00pm

This program is a physical education class managed and provided by Tularcitos Elementary School.

Share of Cost:

CVCYC has no shared role in this program and is a rented facility.
CVCYC's estimated pool operation for the Tularcitos program is $14,000($1,000 each week), which includes the cost of:

- **Power**
- **Pool Services**
- **Chemicals**
- **Water**

Tularcitos/CUSD share the cost of the 2021-2022 PE Swim Program of $14,000, paid in two installments:

- $7,000 due by August 1st 2021
- $7,000 due by April 1st 2022

Prior to the 2017/18 school year, CVCYC has shared 50% of the Tularcitos Swim Program. Tularcitos was able to obtain a grant for the entire cost of the program for the 2019/2020 school year and is hopeful that we will continue to receive this grant in the future. If, however, Tularcitos is unable to secure a grant in the future, CVCYC and Tularcitos agree to renegotiate the cost of the swim program. (SEE ATTACHED ADDENDUM)

All staff is provided by CUSD, including swim instructor, lifeguard, & teacher's aide. CUSD's staff is required to perform daily uncovering and covering of the pool, to clean the bathrooms as well as the locker rooms of obvious messes before and after the use of CVCYC pool. Issues with the pool, bathrooms, or locker rooms should be reported to Kristen Rianda, Pool Committee Chair at (831)235-3376. .

Liability

Proof of insurance will need to be provided by Tularcitos in a document stating the following:

- General Liability with limits equal to $1,000,000, each occurrence/$2,000,000 aggregate
- Please name "Carmel Valley Community Youth Center, its Board Members, Employees & Volunteers" as additional insured on the CUSD general liability policy with CUSD as primary insured

Teresa Goldberg, Board President
Carmel Valley Community Youth Center

Ryan Peterson, Principal
Tularcitos Elementary School

6/3/21
Date

See Addendum on other side



2021-2022 Addendum

Due to the Covid pandemic, Tularcitos will not be receiving the grant for $14,000 from MP Foundation for the 21/22 school year. Based on the contract language, the Tularcitos PTO will guarantee the payment of $7,000 for the first installment payment that is due Fall 2021. Additionally, the Tularcitos PTO will continue to try and raise money towards the second installment that is due in the Spring of 2022. For the second installment, the Tularcitos PTO will contribute as much money as it can raise through its Make a Splash Fundraising Campaign up to $7,000 to CVCYC.

Tularcitos PTO will pay the following:

- First installment due August 1, 2021: $7,000
- Second installment due April 1, 2022: whatever money is raised about the initial $7,000

APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

Site/Department: Business

Date(s) of Contracted Service: 7/1/2021-6/30/2022

Contractor Name: CHUBB via Keenan & Associates

Cost *(not to exceed)*: $1,722.00

Description of Service: Renewal of Fine Art insurance policy for 21/22

Contract Terms: **Prepayment Penalty:** ☐ Yes ☒ No **Auto Renewal:** ☐ Yes ☒ No

☐ **Venue for Legal Disputes Reviewed by Cabinet Member** ☐ **Legal Counsel Reviewed**

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☐ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** 01-0000-0-0000-7200-5450-00-029-7500-0022

I have read and understand the terms of and approve the attached contract:

Yvonne Perez
Site/Department Administrator Signature

06/03/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CHUBB®

555 S. Flower Street, 3rd Floor, Los Angeles, California 90071
Telephone (213) 612-0880
Facsimile (213) 612-5731

May 25, 2021

Carmel Unified School District
In care of Keenan & Associates Ca
Licensed Producer:
c/o: Rena Svetic
2355 Crenshaw Blvd #200
Torrance, CA 90501

Subject:

Name Insured:	Carmel Unified School District
Policy Type:	Inland Mar
Policy Number:	6627143
Writing Company:	Federal Insurance Company

Dear Rena:

We are pleased to offer the enclosed quotation for Carmel Unified School District for the period of 07/01/2021 to 07/01/2022. For your convenience, we have formatted our quotation in a "presentation-ready" layout.

Chubb's Inland Marine approach is to work with Keenan & Associates Ca and the management of Carmel Unified School District to specifically tailor coverage for their inland marine insurance needs.

This quote letter outlines the extent of coverage we will provide on this risk. Coverage is subject to the terms and conditions of the policy as issued. Our quotation is valid for 30 days from the date of this letter. The commission rate for this policy is **15%**.

"Terrorism" refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government's and the Insurance Company's obligation of payment under the Terrorism Risk Insurance Act.

This proposal does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from offering or providing insurance. To the extent any such prohibitions apply, this proposal is void ab initio.

This information is intended for producers that are properly licensed and authorized in at least one of the writing companies that comprise the Chubb Group of Insurance Companies (Chubb). If you are not a licensed and authorized Chubb producer, please direct this communication to the person in your office that holds such designations and contact Chubb to update the contact information for this policy.

If you have any questions, please do not hesitate to call.
Sincerely,



Brendan McGowan
VP, Underwriting Manager
Inland & Ocean Marine
555 S. Flower Street, Los Angeles, CA, 90071
O 213.612.5567 M 917.708.1541
E Brendan.McGowan@chubb.com

Attachments

FINE ARTS
QUOTATION

Named Insured:	Carmel Unified School District	
Policy Period:	07/01/2021 to 07/01/2022	
Policy Number:	6627143	
Writing Company:	Federal Insurance Company	
Limits of Insurance:		Premises #1 4380 Carmel Valley Road Carmel, CA 93922
	$101,200	Owned Fine Arts, any one occurrence, not to exceed individual values scheduled per item on file with company.
	As Per Schedule	Any one item;
	$25,000	Exhibition Fine Arts
	$ 25,000	Owned Fine Arts While Off Premises
	$ 25,000	Exhibition Fine Arts While Off Premises
	Not Covered	Flood and Surface Water annual aggregate;
	Not Covered	Earthquake annual aggregate
Deductible:	$2,500	per occurrence
Coverage:		Per Chubb's Fine Arts Contract
Policy Rate:	$1.6951	Per $100 of Insurance Values ($101,200)
Total Insured Values:	$101,200	
Policy Premium*:	$1,715	
Policy Premium Including TRIA:	$1,722	Includes $7 TRIA Charge
Policy Premium Excluding TRIA:	$1,716	Includes $1 Ensuing Fire Charge which cannot be waived.

Additional Provision(s) [1]:

- Exhibitions must be reported 10 days prior to commencement and include itemized schedules with replacement values.
- A $50.00 minimum premium will apply to endorsements covering exhibits where the exhibit limit exceeds the exhibition limit shown on the policy.

[1] *The Additional Provisions of this quote letter supersede the description on the attached page. The precise coverage afforded is subject to the terms and conditions of the policy as issued.*

Forms Applicable to the Policy:
04-02-0660 Earthquake and Earthquake Sprinkler Leakage Exclusion
04-02-0671 Flood and Surface Water Exclusion
04-02-1199 Special Property Provisions – Fungus
04-02-1212 Cap on Certified Terrorism Losses
04-02-1749 Malicious Programming Exclusion Added

"Terrorism" refers to terrorism losses covered by the Terrorism Risk Insurance Act of the United States of America (15 USC 6701 note). Please refer to the Important Notice to Policyholders which outlines both the Federal Government's and the Insurance Company's obligation of payment under the Terrorism Risk Insurance Act.

All references in the policy to "spouse" include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

The following applies with respect to exposures in Michigan.
Please be advised that, as permitted by the state of Michigan and only applicable to insureds domiciled in Michigan,
This policy is exempt from the filing requirements of Section 2236 of the insurance code of 1956, 1956 PA 218, MCL 500.2236.

Please be advised that, as permitted by the state of Michigan and only applicable to policies with Michigan vehicle exposures, the premium quoted in this letter includes a surcharge that insureds are required to pay the Michigan Catastrophic Claims Association.

The following applies with respect to exposures in New York.
In accordance with New York State law, please forward a completed Anti-Arson application, if building coverage is provided for locations in the state of New York.

Please note the underwriting company in which this quote is being offered. All insurers of the Chubb Group of Insurance Companies share the same financial ratings.

The portion attributable to Taxes and Surcharges is an estimate. The Insured is responsible for the total amount, if bound, shown on the premium bill and/or premium summary, regardless of the amount shown above.

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FINE ARTS

Coverage Summary

Covered Property: As listed or described on the Schedule of Fine Arts in the policy, and Unscheduled Fine Arts.

Perils: Direct physical loss or damage from a peril not otherwise excluded.

Valuation: Scheduled Fine Arts on a stated value basis, meaning the cost of repairing plus any reduction in value, not to exceed the stated value. Unscheduled Fine Arts valued on a market value basis.

Additional Coverage

$1,000,000	Newly Acquired Premises (180 days)
$ 500,000	Newly Acquired Property (180 days)
$ 150,000	Debris Removal
$ 50,000	Pollutant Clean Up (annual aggregate)
$ 50,000	Transit
$ 25,000	Fire Department Service Charges
$ 25,000	Fungus Clean Up Or Removal
$ 25,000	Inventory or Appraisals
$ 10,000	Electronic Data Recovery Costs
$ 10,000	Fire Protection Equipment Refill

Some Unique Features

- ★ No coinsurance.
- ★ No exclusions for atmospheric condition and temperature changes, breakage, inherent vice or disappearance.
- ★ Recoveries from salvage or subrogation accrue to your benefit *first* to make up the deductible, coinsurance penalty or inadequate limit, *before* it accrues to our benefit.

Extensions of Coverage

Removal -- We pay for any direct physical loss or damage to covered property while it is being moved to or while stored at another location for up to 180 days or the cost to remove covered property from a premises to preserve it from loss or damage caused by or resulting from a peril not otherwise excluded.

Chubb Services & Qualities

Commitment: We are a leading provider of insurance for fine arts collections, and our share of this market is growing. We work closely with the Art Loss Register, the Appraisers Association of America, the Art Dealers Association of America and the International Foundation for Art Research. We've also worked with the Getty Information Institute to develop "Object ID," a checklist of international standards for describing art, antiques and antiquities.

Knowledge: We know the world of appraisals, restoration, preservation, loss prevention & disaster preparedness, as well as packing, storage and transit issues.

Claim Handling: We treat policyholders fairly and respond quickly when a loss occurs - usually within 24 hours of notification. Chubb continues to receive high ratings for financial stability from A.M. Best, Standard & Poors and Moody's.

Loss Control: Our global network of loss control consultants can help you minimize the size of losses. We specialize in the areas of security and disaster planning for museums and cultural institutions, and provide insurance and risk management workshops for major institutions and professional associations. We can assist in areas of documentation, on-premises and off-premises collection evaluation and maintenance, potential hazard evaluations, periodical safety evaluations, accident investigations, as well as storage and transportation of traveling exhibits.

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The above are some features of our policy form 04-02-0583 and are descriptive only. Modifications to this description may be contained elsewhere in this quote letter. The precise coverage afforded is subject to the terms and conditions of the policy as issued.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date May 12, 2021

Insured Name Carmel Unified School District
Mailing Street Address P.O. Box 222700
Mailing City, State, Zip Carmel, California 93922

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	6627143	07/01/2021	Federal Insurance Company

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IMPORTANT NOTICE TO POLICYHOLDER
TERRORISM RISK INSURANCE ACT

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the "Act") we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is: $ See Above

If you elect not to purchase coverage for terrorism and your policy provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium shown here for Ensuing Fire is the amount attributable to the insurance provided pursuant to that statutory standard fire policy. This coverage cannot be rejected. That amount is $ See Above

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date May 12, 2021

Insured Name Carmel Unified School District
Mailing Street Address P.O. Box 222700
Mailing City, State, Zip Carmel, California 93922

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	6627143	07/01/2021	Federal Insurance Company

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an "X" in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms.

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Mailing Date May 12, 2021

Insured Name Carmel Unified School District
Mailing Street Address P.O. Box 222700
Mailing City, State, Zip Carmel, California 93922

Policy Type	Policy Number	Effective Date	Underwriting Company
Inland Marine	6627143	07/01/2021	Federal Insurance Company

Rejection of terrorism insurance:

☐ **I hereby reject terrorism insurance and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism.**

Policyholder/Applicant's Name: _____

Policyholder/Applicant's Signature: _____

Date: _____

APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT

Date(s) of Contracted Service: 6/24/21 - 12/31/21

Contractor Name: Cleary Consultants, Inc

Cost *(not to exceed)*: $10,400.00

Description of Service: Geotechnical and geological hazard report for CHS stadium lights project

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☒ **Fund 40** ☐ **Fund 14** ☐ **Fund 01** **Budget Source** 40-0000-0-0000-8500-6240-00-007-0033

I have read and understand the terms of and approve the attached contract:

Dan Paul
Site/Department Administrator Signature

06/07/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT: EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **June 24, 2021** (the "Effective Date") by and between the Carmel Unified School District ("District") and **Cleary Consultants, Inc.** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: Geotechnical and Geological Hazard report for CHS Stadium Lights project per that attached proposal dated May 28, 2021

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on **June 24, 2021** and shall terminate upon completion of the scope of work, but no later than **December 31, 2021**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay Contractor at the rate of **$10,400.00.** This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed **$10,400.00.** District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Consultant shall indemnify, but shall have no obligation to defend the District and its employees, Board of Trustees, and members of the Board of Trustees, from and against liability for damages arising out of or resulting from performance of this Agreement including, but not limited to, the Consultant's use of the site; the Consultant's completion of its duties under the Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, to the extent that any of the above described damages are actually caused by the negligent act, omission, negligence, or willful misconduct of the Consultant or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to

District:

Yvonne Perez, CBO
Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923

Contractor:

Cleary Consultants, Inc.
560 Division Street
Campbell, CA 95008

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

Carmel Unified School District

By:_____
Name: Trisha Dellis
Title: Acting Superintendent

Date:_____

By:_____
Name: Yvonne Perez
Title: Chief Business Officer

Contractor

By: Christophe Ciechanowski
Name: Christophe Ciechanowski
Title: Principal

Date: 06/01/2021

CLEARY CONSULTANTS, INC.
Geotechnical Engineers and Geologists

Christophe A. Ciechanowski, President, GE
Grant F. Foster, Vice-President, GE
J. Michael Cleary, Principal, CEG, GE

May 28, 2021
Project No. 1346.1B
Ser. 6847

Carmel Unified School District
Attn: Mr. Dan Paul, Facilities and Transportation Manager
4380 Carmel Valley Road
Carmel, CA 93923

RE: **PROPOSAL FOR GEOTECHNICAL AND GEOLOGIC HAZARD RECOMMENDATIONS**
NEW SOFTBALL FIELD LIGHTING PROJECT
CARMEL HIGH SCHOOL
3600 OCEAN AVENUE
CARMEL, CALIFORNIA

Dear Mr. Paul:

Introduction

As requested, we are submitting this proposal to provide a geotechnical and geologic hazard investigation for the planned new Stadium Lighting project at the Carmel High School campus in Carmel, California.

As a basis for this proposal, we have briefly reviewed the preliminary site plan by Musco Lighting, with the proposed new light pole locations and reviewed information in the files, including our previous investigations for the campus. We understand that the project will include the installation of four new light poles. Two poles will be installed along the north side of the stadium along the existing asphalt driveway and two will installed at the top of the slope along the south side of the existing stadium. Structural loads are expected to be typical of this type of construction. Other improvements will include new underground utilities to service the light poles.

Scope of Services

A. Geotechnical Investigation

1. Review of available geotechnical information for this area.

2. A site reconnaissance by our engineer who will mark the location of the boring for Underground Service Alert.

3. Performance of a field subsurface exploration program under the direction of our engineer who will supervise, log and sample one (1) exploratory boring to a depth of 20 to 45 feet. Continuous samples will be obtained in the upper six feet of the boring and at five-foot intervals or changes in material type thereafter.

   Soil sampling and penetration resistance testing will be performed continuously in the upper five feet and at five-foot intervals thereafter. Soils samples will be transported to our laboratory for further examination and laboratory testing.

   The water level in the borings (if encountered) will be measured prior to backfilling the holes at the completion of drilling.

   The borings will be backfilled with cement grout and patched with cold patch asphalt/or dry mix concrete for those borings drilled in existing pavement or flatwork areas. Soil tailings generated during the drilling process will be left on-site.

4. Laboratory testing of samples obtained from the borings. These tests will include moisture content, dry density, shear strength, percent finer than #200 sieve, corrosion, and plasticity index determinations, as appropriate.

5. Engineering analysis of the field and laboratory data.

6. Preparation of a geotechnical investigation report for the design and construction of the project. The report will include findings and recommendations for the following:

   a. Local geology and seismic setting.

   b. 2019 CBC seismic design criteria.

   c. Site preparation, fill placement and grading.

   d. New light pole foundation type, including allowable skin friction values, and minimum foundation diameter and depth.

   e. Estimated foundation settlements.

   f. Treatment of expansive soils (if encountered).

g. Backfill and compaction of utility trenches.

h. Any other unusual design or construction conditions encountered in the investigation.

B. Geologic and Seismic Hazards Assessments

Based on the requested scope of services and our experience from other similar projects, we propose that the Geologic and Seismic Hazards Assessment portion of our report for the project consist of the following:

1. Discussion of geologic and seismic conditions containing data on an assessment of the nature of the site and potential earthquake damage including:

   a. Regional geology and seismic conditions and historical information on the seismicity of the local and regional area.

   b. Location of known active and potentially active faults near the site, as well as nearby inactive faults

2. Maximum considered earthquake ground motion for the site in accordance with the California Building Code, latest edition, and requirements.

Potential site impacts related to faulting, liquefaction, lateral spreading, seismic settlement, and differential compaction, landsliding, flooding and dam failure inundation with recommended mitigation measures, where appropriate.

As discussed, the areas where the borings will be required are locations where underground utilities may be present. Consequently, we will need the help of the District's staff in locating and avoiding the utilities.

Arrangements

Our services will be provided in accordance with the Schedule of Fees and Conditions presented on the reverse side of the last page of this proposal. We estimate that our fee for the geotechnical and geohazard investigation as described in this proposal will be $9,600. We estimate that a private underground utility service to clear the boring locations will be $800.

The above budget estimates are based on the understanding that arrangements will be made,

including removal of fencing, access to the boring location over the existing synthetic track and field, etc., to provide access to a full-sized truck-mounted drill rig to the boring locations.

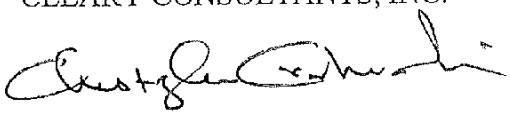
Reasonable precautions shall be taken to minimize damage to the school property (both surface and subsurface), however, it should be understood that in the normal course of the work, some damage, i.e. rutting, may occur, the correction of which is outside the scope of this agreement.

As requested, the field work will be performed one to three weeks after our authorization to proceed, and our report will be submitted three to five weeks thereafter. Our findings and recommendations will be discussed with you and your design team prior to submitting the report.

Our services will be performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

As our authorization to proceed with the investigation please sign and return one copy of this agreement. If you have any questions regarding this proposal, please do not hesitate to call.

Yours very truly,
CLEARY CONSULTANTS, INC.



Chris Ciechanowski
Geotechnical Engineer 2584

CC:cc
Copies: Addressee (email)

Please mark authorized services with a check.

☐ Geotechnical and Geohazard Investigation $9,600
☐ Utility locator service for the exploratory boring $800
or
☑ **All Services Total $10,400**

AUTHORIZATION

Approved By _____ Date _____

CLEARY CONSULTANTS, INC.
SCHEDULE OF FEES AND CONDITIONS

PERSONNEL CHARGES

Administrative Assistant	60.00/hr
Drafting/Laboratory	65.00/hr
Senior Engineering Technician	115.00/hr
Staff Engineer/Staff Engineering Geologist	120.00/hr
Project Engineer/Project Engineering Geologist	130.00/hr
Associate Engineer/Associate Engineering Geologist	145.00/hr
Principal	$180.00/hr*

*Expert witness fees for appearance at court and depositions are $1800/day and $900 half day. There is a minimum of one-half day for all court and deposition appearances.

EQUIPMENT/LABORATORY CHARGES

Automobile	$0.55/mile
Mobile Laboratory	5.00/hour
Nuclear Moisture/Density Gauge	5.00/test
Laboratory Compaction Curve, ASTM D1557	225.00/test

MISCELLANEOUS CHARGES

Drilling services, printing and reproduction, special and consultant fees, permits, insurance, equipment and vessel rental, travel and subsistence expenses and other similar related costs are billed at cost plus 15 percent. Copies of previously issued reports will be billed at $50.00 for the first copy and $25.00 for each additional copy, or at cost of reproduction for larger reports.

STANDARD OF CARE

Cleary Consultants, Inc. (CCI) under this Agreement will strive to conduct services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the locations where our borings, surveys, or explorations are made and that our data, interpretations and recommendations are based solely on the information available to us. We will be responsible for those data, interpretations, and recommendations but shall not be responsible for the interpretation by others of the information developed.

RIGHT OF ENTRY

The Client shall provide for CCI's right of entry and all our necessary equipment, in order to complete the work. While CCI shall take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.

GENERAL LIABILITY INSURANCE

CCI represents and warrants that it is protected by worker's compensation insurance and that we have such coverage under public liability and property damage insurance policies which we deem to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, we agree to indemnify and save Client harmless from and against any loss, damage, or liability arising from any negligent acts by CCI and its staff. We shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. We shall not be responsible for any loss, damage, or liability arising from any negligent acts or willful misconduct of Client, its agents, staff, and other consultants employed by it. Certificates of our general liability insurance shall be provided upon request.

UTILITIES

In the prosecution of our work, CCI will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to waive any claim against CCI and to defend, indemnify and hold CCI harmless from any claim or liability for injury or loss allegedly arising from CCI's damaging underground utilities or other man-made objects that were not called to CCI's attention or which were not properly located on plans furnished to CCI.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and not withstanding any other provision of this agreement, the total liability, in the aggregate, of CCI and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to this project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CCI or its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CCI under this Agreement, or the total amount of $15,000, whichever is greater.

DISPUTES

The parties to this Agreement covenant and agree that all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be submitted to non-binding mediation prior to initiation of any lawsuit or other litigation, unless the parties mutually agree otherwise. The cost of said Mediation shall be split equally between the parties.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. CCI and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition requiring a renegotiation of the scope of the work or termination of services.

OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by CCI as instruments of service, shall remain our property. Client agrees that all reports and other work furnished to the client or his agents, which is not paid for, will be returned upon demand and will not be used by the Client for any purpose whatever.

THIRD PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or CCI. CCI's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against CCI because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

INVOICES

Invoices for our services will be submitted, at our option, on a monthly basis or when the work is completed. Invoices will be due immediately, but will not be delinquent within 10 days from which the invoice is dated. If payment is not so made, a service charge will be due on the amount of the invoices at the maximum rate permissible by law from the date of the invoice until the same is paid. In the event legal action is required to enforce the payment terms of this agreement, CCI shall be entitled to collect from the client any judgement or settlement sums due plus reasonable attorney's' fees, court costs and other expenses incurred by CCI for such collection action.

SAMPLES

All samples of soil and rock will be disposed of from the laboratory 30 days after issuance of the report unless the Client advises otherwise. Upon request, we will deliver the samples to the Client, charges collect, or will store them for an agreed storage charge.

APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

Site/Department: Office of Superintendent

Date(s) of Contracted Service: 7/1/21-06/30/22

Contractor Name: California School Boards Association CSBA

Cost *(not to exceed)*: $22,957.00

Description of Service: GAMUT Online Platform + CSBA Membership- Gamut Meetings (agenda), Gamut Policy Plus (legal updates), and Gamut Policy (policy platform)

Contract Terms: **Prepayment Penalty:** ☐ Yes ☒ No **Auto Renewal:** ☐ Yes ☒ No

☐ **Venue for Legal Disputes Reviewed by Cabinet Member** ☐ **Legal Counsel Reviewed**

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☐ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☐ **Fund 01** **Budget Source** 01-0000-0-0000-7110-5800-00-029-7500-0029

Superintendent budget

I have read and understand the terms of and approve the attached contract:

Trisha Dellis
Site/Department Administrator Signature

06/04/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-55277-V3J5C6	5/28/2021	

Bill To:
Carmel USD
PO Box 222700
Carmel, CA 93922
United States

Ship To:
Carmel USD
P.O. Box 222700
Carmel, CA 93922
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	$11,662.00	1.00	$11,662.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	$2,916.00	1.00	$2,916.00	
Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: $14,578.00 **Total Paid:** $0.00 **Balance Due:** $14,578.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100579	**INV-55277-V3J5C6**	**05/28/2021**		**$14,578.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Carmel USD
PO Box 222700
Carmel, CA 93922
United States

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-56327-T0X0M5	5/28/2021	

Bill To:
Carmel USD
PO Box 222700
Carmel, CA 93922
United States

Ship To:
Carmel USD
P.O. Box 222700
Carmel, CA 93922
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETINGS	Gamut Meetings (07/01/2021 - 06/30/2022)	$3,244.00	1.00	$3,244.00	Net 30
GAMUT/POLICY/PLUS	Gamut Policy Plus (07/01/2021 - 06/30/2022)	$2,640.00	1.00	$2,640.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	$2,495.00	1.00	$2,495.00	Net 30
WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access. You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.					

Total Invoice: $8,379.00 **Total Paid:** $0.00 **Balance Due:** $8,379.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100579	**INV-56327-T0X0M5**	**05/28/2021**	**Net 30**	**$8,379.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Carmel USD
PO Box 222700
Carmel, CA 93922
United States

Superintendent and Board President
Carmel USD
P.O. Box 222700
Carmel, CA, 93922

Dear Superintendent and Board President of Carmel USD:

We know that California's schools are working overtime to respond to the COVID-19 pandemic and to support students, staff and families during the return to in-person instruction. Because of the challenges that school districts and county offices of education are facing – and the feedback we've received from members – **we are extending the deadline to convert from CSBA's old Agenda Online meeting software to our new GAMUT platform**.

Originally, CSBA planned to transfer all users from AO to GAMUT by June 30, 2021, but we are now postponing the date to transfer service until June 30, 2022. **Please note that this is the final extension for Agenda Online and, after June 30, 2022, CSBA will no longer support Agenda Online**. Only the more robust meeting and policy management software on our new GAMUT platform will be offered. Please see below for additional answers to your questions.

Why do I have to convert to a new platform?

In 2019, CSBA switched our meetings user platform to GAMUT Meetings from Agenda Online. Agenda Online is an older platform that is no longer supported and will be shut down soon. Additionally, the new GAMUT meetings platform has been in use since 2019 and is compliant with the 2019 meeting agenda laws[i].

What is the difference between Agenda Online and GAMUT meetings?

In addition to being compliant with the 2019 meeting agenda laws, GAMUT Meetings is highly user friendly and packed with time-saving features. Please see the enclosed flyer for details.

Is training available for the new platform?

Yes! We offer training webinars for GAMUT Meetings every Tuesday at 2 p.m. and drop-in support every Friday at 2 p.m. For more information or to join, please visit our webinars page at www.csba.org/webinars.

Do I need to take any action right now?

Yes. In 2019, users were notified via email about the platform change. At that time, we allowed all subscribers with existing contracts to continue at the same discounted contract price for Agenda Online. That price was carried over into the following year, 2020-21, when we extended the shutdown of Agenda Online to June 30, 2021. Now, in order to continue using the Agenda Online program with a switch to GAMUT Meetings before June 30, 2022, **we are requiring a new contract be entered into and agreed to for a two-year period** with a tiered pricing transition for GAMUT Meetings. Please email your signed agreement to gamut@csba.org.

Thank you for your feedback and for using CSBA's Agenda Online and soon our GAMUT Meetings. We are confident that you will enjoy the new GAMUT Meetings platform and we look forward to converting your account by June 30, 2022. Please feel free to contact us at gamut@csba.org if you have additional questions.

Sincerely,

Elaine Yamá-Garcia, Esq.
Assistant Executive Director
Policy and Governance Technology Services

[i]AB 2257 (2016) amended the Brown Act requirements for district websites beginning January 1, 2019. As amended, Government Code 54954.2 requires that the agenda for any meeting be posted on the homepage of the district web site, if it has one, in accordance with law. Pursuant to Government Code 54954.2, the link must not be solely accessible through a contextual menu, and the agenda must be posted in a format which is retrievable, downloadable, indexable, electronically searchable by commonly used Internet search applications, and without any restriction that would impede the reuse or redistribution of the agenda. Districts that use an integrated agenda management platform, such as CSBA's GAMUT Meetings, may provide a link to access agendas posted on the platform as long as the link takes the user to a page where the next meeting appears at the top of the page. So, districts are now compliant if they link directly to their GAMUT Meetings list on their home page.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Carmel USD of Carmel, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date") upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees set forth and described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay in full the applicable annual fees set forth in Attachment A. After the second-year term, fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;

(b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;

(c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);

(d) Frame or mirror any content forming part of the Services; or

(e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

6/2/2021
Date

Carmel USD

Signature

Printed Name

Title

Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$2,495 (Existing Service)
GAMUT Policy Plus	$2,640 (Existing Service)
GAMUT Meetings	$3,244 (Existing Service)

***Subscription fees for GAMUT Meetings will be $3,244 for the 2021-22 fiscal year (July 1, 2021 – June 30, 2022). Subscription fees for GAMUT Meetings will be $3,500 beginning with the 2022-23 fiscal year, July 1, 2022.**

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.[1] The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

[1] CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[2]	N/A
On Site Training Fee[3]	N/A

California School Boards Association



_____
Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

6/2/2021
Date

Carmel USD

_____
Signature

_____
Printed Name

_____
Title

_____
Date

[2] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.
[3] On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: Office of Superintendent

Date(s) of Contracted Service: 7/1/2021 - 6/30/2022

Contractor Name: Hugo Ventures

Cost *(not to exceed)*: $20,000.00

Description of Service: Various Graphic designs and website services for 2021/2022 sy

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☐ **Fund 01** **Budget Source** 01-0000-0-0000-7100-5800-00-029-7500-0029

I have read and understand the terms of and approve the attached contract:

Trisha Dellis
Site/Department Administrator Signature

06/09/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT: EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **6/23/2021** by and between the **Carmel Unified School District** ("District") and **Hugo Ventures** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: Various graphic design and website services for the 20/21 school year. Projects to be approved via a signed quote by the Superintendent's office prior to commencement of any work.

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on **7/1/2021** and shall terminate upon completion of the scope of work, but no later than **6/30/2022**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay Contractor at an agreed upon rate per project, via an approved quote prior to the commencement of any work. The rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $ **20,000.00** District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the site; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge,

or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

   ☐ Comprehensive General Liability, in an amount not less than $1,000,000.00 per occurrence.

   ☐ Valid California Automobile Insurance

   The District shall be named as an additional insured on Contractor's Liability insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

   A. ☒ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

   B. ☐ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

   If Box B. above is checked fingerprints must be submitted to the HR Director or designee. (Education Code § 45125.1.)

   Date Fingerprints/TB cleared: January 7, 2020

   Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above,

Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:	Contractor:
Carmel Unified School District Yvonne Perez, CBO 4380 Carmel Valley Road Carmel, CA 93923	Hugo Ventures Shannon Hugo 12 Via Chualar Monterey, CA 93940

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all

applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Interim Superintendent
Date:

By: _____
Name: Yvonne Perez
Title: Chief Business Official
Date:

CONTRACTOR

By: _____
Name: Shannon Hugo
Title: Owner
Date: 6/10/21

_____

APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT

Date(s) of Contracted Service: 7/1/21 - 6/30/22

Contractor Name: MCSI Water System Management

Cost *(not to exceed)*: $30,000.00

Description of Service: Cachagua water filtration system operation

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** 01-0000-0-0000-8200-5800-00-030-7800-0032

I have read and understand the terms of and approve the attached contract:

Dan Paul
Site/Department Administrator Signature

06/07/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT: EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **July 1, 2021** (the "Effective Date") by and between the Carmel Unified School District ("District") and **MCSI Water Systems Management** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services: **Water system operation per attached rate sheet. Services to include:**
   - Coordinate with Carmel U.S.D. to provide required services to Cachagua Comm. Ctr. W.S..
   - Weekly inspection of the intake, pumping, storage, and distribution of potable water.
   - Operation of the filtration system - procure & deliver liquid chlorine - log chlorination dosage.
   - Consult with Monterey County Health Bureau to update current requirements..
   - Schedule all operations, maintenance, & water sampling required by the Health Bureau.
   - Train on-site school personnel to provide required daily monitoring of the system.
   - Collect all required water samples and provide Chain-of-Custody to a State-approved lab.
   - Draft and file all reports require to insure clean & potable drinking water status.
   - Follow all procedures listed in the approved Operations Plan dated July 2005
   - File & distribute Electronic Annual Report and the annual Consumer Confidence Report.
   - Coordinate with the various entities that utilize the water system.

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on **July 1, 2021** and shall terminate upon completion of the scope of work, but no later than **June 30, 2022**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay Contractor at the rates and charges on attached proposal.

This rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed $**30,000.00.** District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the site; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

X□ Comprehensive General Liability, in an amount not less than:
- □ $500,000.00 per occurrence
- □ $1,000,000.00 per occurrence

X□ Valid California Insurance Policy

The District shall be named as an additional insured on Contractor's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

A. **X** Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

B. ☐ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

If Box B. above is checked fingerprints must be submitted to the Human Resources Officer or designee. (Education Code § 45125.1.)

Date Fingerprints cleared:

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by

a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:	Contractor:
Yvonne Perez, CBO Carmel Unified School District 4380 Carmel Valley Road Carmel, CA 93923	MCSI Water Systems Management 11552 Hidden Hills Rd. Carmel Valley, CA 93924

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

Carmel Unified School District

By:_____
Name: Trisha Dellis
Title: Interim Superintendent

Date:_____

By:_____
Name: Yvonne Perez
Title: Chief Business Officer

Contractor

By: Russell L. Hately
Name:
Title: Principal

Date: 5/28/2021

EXHIBIT "A"

MANAGEMENT & CONTRUCTION SERVICES, INC.

M C S I WATER SYSTEMS MANAGEMENT

11552 HIDDEN HILLS RD. CARMEL Valley, CA 93924

(831) 659-5360 FAX 659-3166 e-mail h2oman97@aol.com

January 1, 2020

STANDARD RATES AND CHARGES

	HOURLY RATE
ADMINISTRATIVE & MANAGEMENT TASKS AND REGULATORY REPORTS	81.50
BASIC OFFICE TASKS – DATA ENTRY – BOOKKEEPING – TRACKING LAB TESTING	60.25
BILLING – FLAT RATE PER BILL	5.45
DESIGN OF BILLING & REPORT FORMS & LIEN WORK	81.50
FIELD OPERATIONS – SAMPLING – METER READING – BACKFLOW TESTING	92.00
TREATMENT OPERATIONS – DISINFECTION MANAGEMENT	92.00
EMERGENCY RESPONSE AND REPAIR	132.00
CONSULTING AND APPEARANCES	165.00
ENGINEERING SERVICES - P.E.	250.00
LAB FEES – PARTS – SUPPLIES – FILING FEES - POSTAGE	AT COST - NO MARKUP
MILEAGE	$0.575/mile -federal allowable rate for 2020
CREW - GENERAL LABOR	30.00
DRAFT & FILE ELECTRONIC ANNUAL REPORT	275.00*
DRAFT & FILE CONSUMER CONFIDENCE REPORT	475.00*

*Cost dependent upon additional fields and data requirements.

A general rate increase of 3% is factored for 2020 as reflected in these rates.

APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

Site/Department: Carmel High

Date(s) of Contracted Service: 7/1/2021-6/31/2022

Contractor Name: Sudden Impact

Cost *(not to exceed)*: 700.00

Description of Service: Impact testing software/Concussion testing

Contract Terms: **Prepayment Penalty:** ☐ Yes ☒ No **Auto Renewal:** ☐ Yes ☒ No

☐ **Venue for Legal Disputes Reviewed by Cabinet Member** ☐ **Legal Counsel Reviewed**

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☐ District ☐ ASB ☐ PTO/PTA ☒ Other Pro Consult Services Athletics 0017

☐ **Fund 40** ☐ **Fund 14** ☐ **Fund 01** **Budget Source** 01 0000 0 1110 4200 5800 00 007 0143 0017

I have read and understand the terms of and approve the attached contract:

Jonathan Lyons
Site/Department Administrator Signature

06/07/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

SERVICES AGREEMENT

IMPACT APPLICATIONS, INC.™ SERVICES AGREEMENT

Important – Read Carefully. Notice to User:

This Services Agreement ("Agreement") is a legal document between you or your organization ("Customer") and ImPACT Applications, Inc. ("ImPACT Applications"). It is important that you read this document before using the Products (as such term is defined herein) and updates and upgrades thereto and any accompanying documentation, including, without limitation printed materials, 'online' files, or electronic documentation. The terms and conditions of this Agreement shall govern and control the use of any and all of the Products.

By checking the box next to "I have read and accept the Services Agreement" below, or by installing, or otherwise using the Products, you agree to be bound by the terms of this Agreement including, without limitation, the warranty disclaimers, limitation of liability, data usage, and termination provisions below, whether or not you decide to purchase the Products. You agree this Agreement is enforceable like any written agreement negotiated and signed by you or your organization. If you do not agree with the terms and conditions of this Agreement, you should not use the Products and you shall have no right to install, use or otherwise benefit from the Products. By entering into this Agreement, you hereby represent and warrant to ImPACT Applications and its affiliates that you are a duly authorized representative of your organization and that by checking the box next to "I have read and accept the Services Agreement" below you are acting within your authority and creating a legally binding agreement between you or your organization and ImPACT Applications.

By checking the box next to "I have read and accept the Services Agreement" below you certify that either (A) your organization is a medical provider, institution of education, sports team or similar organization or (B) you are a licensed healthcare provider in your state, country, province, or territory and you are permitted to use the Products under applicable rules, regulations, and laws. You acknowledge and agree only such organizations and licensed healthcare providers are permitted to license and use the Products and that any license to the Products is expressly conditioned upon you or your organization maintaining such status throughout the term of the Agreement as further described below.

1. **DEFINITIONS**. As used in this Agreement, the following terms shall have the respective meanings assigned to them below:

"Configurations" means standard set-up and activation services for the Product.

"Customer Materials" means all materials and content, such as logos and Customer's standard operating procedures, if any, provided to ImPACT Applications by Customer for incorporation into the Product.

Cookies help us optimize our website by collecting and reporting information on its usage and improve the way we communicate with you about our services.

Ok Privacy Notice (https://impactconcussion.com/privacy-notice/)

“Customer Promotional Materials” means the promotional materials related to the Product that are created or developed by Customer.

“Customer Site” means a web site owned or controlled by Customer through which Customer and Test Takers access the Product.

“Documentation” means user documentation for the Product available at ImPACT Applications’ web Site or sent to the Customer in print, as such documentation may be amended by ImPACT Applications from time to time.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder, each as amended.

“ImPACT Applications Promotional Materials” means the promotional materials related to the Product that are created or developed by ImPACT Applications.

“ImPACT Applications Site” means one or more web sites owned or controlled by ImPACT Applications or an affiliate of ImPACT Applications through which Customer or Test Takers may obtain access to the Product.

“Person” or “person” means any corporation, partnership, limited liability company, joint venture, other entity, or natural person.

“Product” means the ImPACT Applications products and services available from time-to-time on or through the ImPACT Applications Site, as such Products are described in greater detail in the Documentation, together with any Updates thereto.

“Product Infrastructure” means the hardware, software, and other equipment that ImPACT Applications uses in connection with its hosting of the Product for Customer hereunder.

“Terms of Use” means the terms and conditions of use for the Product, including ImPACT Applications’ Privacy Policy and Terms of Use accessible at www.impacttest.com, which terms and conditions of use shall be accessible to users of the Product through a login or other access screen, as such terms and conditions of use are amended by ImPACT Applications from time to time.

“Territory” means the country in which Customer is located and the Products are available and approved for use.

“Test Takers” means people other than Customer who are allowed by Customer to access the Product via the ImPACT Applications Site or a Customer Site.

“Trademark and Logo Usage Guidelines” means the quality levels and guidelines that ImPACT Applications maintains in connection with the ImPACT Applications Marks (as identified on Schedule B hereto).

“Update” means any update, upgrade, or new release for the Product that ImPACT Applications may make available to Customer from time to time hereunder.

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Ok Privacy Notice (https://impactconcussion.com/privacy-notice/)

2. **PRODUCT ACCESS; RESTRICTIONS; RESALE PROVISIONS; EXTENSION OF AGREEMENT TO SUBSEQUENT PRODUCTS**

2.1 Limited License. Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT Applications hereby grants to Customer, during the Term, a non-exclusive, non-transferable (except as expressly permitted hereunder), license: (a) to access the Product, to use the Product in the Territory, and to authorize Test Takers to access and use the Product, via the ImPACT Applications Site or a Customer Site; (b) to use the ImPACT Applications Marks, including any goodwill therein, in the Territory and solely for use upon or in connection with the Product and for the purpose of promoting, advertising, or marketing the Product at the Trademark and Logo Usage Guidelines specified in this Section 2; and (c) to use the ImPACT Applications Promotional Materials, in the Territory and solely for the purpose of promoting, advertising, or marketing the Product in accordance with the Trademark and Logo Usage Guidelines specified in this Section 2. Customer acknowledges and agrees that unless a particular Product is available in the official language of the Territory other than English, the Product will be provided in English language only and that support for the Product will be provided in English language only during ImPACT Applications' Normal Business Hours unless otherwise agreed to by the parties in writing.

2.2 Terms of Use. All access to and use of the Product, Documentation, ImPACT Applications Marks, and ImPACT Applications Promotional Materials by Customer and Test Takers, as the case may be, shall be in accordance with the Terms of Use. Prior to using or being provided access to the Product, each Test Taker shall first have assented to the Terms of Use in some reasonable and verifiable manner as approved by ImPACT Applications. Customer shall not take any action that would mask, delete, or otherwise alter the Terms of Use or any other disclaimers or notices that ImPACT Applications may include in the Product from time to time. Customer agrees to (i) promptly notify ImPACT Applications should Customer become aware that any Test Taker has violated or is violating the Terms of Use; and (ii) reasonably cooperate with ImPACT Applications in any actions that ImPACT Applications may elect to take with respect to any Test Taker who violates the Terms of Use, including, without limitation, terminating such Test Taker's access to the Product. Prior to using or being provided access to the Product, each Test Taker shall have either assented to the Terms of Use or, if applicable, provided Customer the consent required under the Children's Online Privacy Protection Act of 1998, as amended ("COPPA"). Customer shall not take any action that would mask, delete, or otherwise alter the Terms of Use or any other disclaimers or notices that ImPACT Applications may include in the Product from time to time. Customer shall be and remain primarily liable for any breach of the Terms of Use or failure to secure the required COPPA consent from a Test Taker prior to using the Product.

2.3 Configurations. ImPACT Applications shall prepare and incorporate Configurations in order to enable access to the Product. ImPACT Applications and its licensors own and shall continue to own all right, title, and interest in and to the Product and such Configurations after any Configurations are incorporated therein; provided however that Customer or its licensors shall own and continue to own all right, title, and interest in and to the Customer Materials. Customer hereby grants to ImPACT Applications a royalty-free license to prepare the Configurations and to incorporate said Configurations into the Product as permitted hereunder.

2.4 Proprietary Notices. Customer shall not remove any trademark, copyright, or patent notices, any proprietary or restricted rights notices, or any other proprietary notices or disclaimers that appear in the Product, any of the Documentation, or ImPACT Applications Promotional Materials. Unless otherwise agreed to in writing by ImPACT Applications, Customer shall state on its website, on all Products, and on or in all Promotional Materials and otherwise that, as applicable: (i) the ImPACT Applications Marks are "licensed from ImPACT APPLICATIONS, INC."; (ii) the Products are "licensed from ImPACT APPLICATIONS, INC."; and (iii) the Products are subject to copyright.

2.5 Conditions of Use. ImPACT Applications Marks. In order to carry out the rights granted in Section 2 hereto, Customer is authorized to: (i) use the ImPACT Applications Marks in such style, appearance, and manner as ImPACT Applications shall, in its sole discretion, specify or approve in writing and solely on or in connection with the Product or Promotional Materials and in strict accordance with all of the applicable Trademark and Logo

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Cookies help us optimize our website by collecting and reporting information on its usage and improve the way we communicate with you and deliver services.
Ok Privacy Notice (https://impactconcussion.com/privacy-notice/)

Usage Guidelines: and (ii) create or develop Customer Promotional Materials; provided, however, that Promotional Materials may only be used in connection with the Product pursuant to this Agreement. ImPACT Applications shall retain all right, title, and interest in and to (including copyrights and trademarks) the ImPACT Applications Marks and ImPACT Applications Promotional Materials, and Customer grants to ImPACT Applications all right, title, and interest in and to any Customer Promotional Materials related to the Product. Customer is expressly prohibited from modifying the ImPACT Applications Marks or ImPACT Applications Promotional Materials unless expressly agreed to in writing and such modifications are expressly approved in writing by ImPACT Applications. Customer will not use the ImPACT Applications Marks in conjunction or association with any other trademark, trade name, or logo, or place the ImPACT Applications Marks in close proximity to any other name, mark, or logo other than the name, trademarks, and related designs of Customer without the express prior written approval of ImPACT Applications, provided that such placement is carefully done so as to avoid any potential for confusion as to the source of the Product or Promotional Materials and to clearly distinguish the Product or Promotional Materials as originating from ImPACT Applications. Customer will comply as soon as reasonably practicable (but in any event within twenty (20) days) with all reasonable instructions furnished by ImPACT Applications from time-to-time with respect to the style, appearance, and manner of use of the ImPACT Applications Marks on the Product or Promotional Materials, including instructions to revise the style, appearance, or manner of use as ImPACT Applications may specify from time to time. Whenever the ImPACT Applications Marks are used on or in connection with the Product or Promotional Materials, Customer shall use the trademark symbol "™" or the registration symbol "®", as appropriate. Customer shall display all other notices on or in connection with the Product or Promotional Materials and otherwise, as are or may be required by any applicable laws and regulations. ImPACT Applications is authorized to list Customer in or on ImPACT Applications Promotional Materials, including on ImPACT Applications' Web site, as a licensed provider of services employing the Product. An ImPACT Applications Mark usage guide is attached to this Agreement at Schedule B.

2.6 Other License Restrictions. Customer shall not make any representations, warranties, conditions, or guarantees with regard to the Product that are inconsistent with or in addition to those made by ImPACT Applications to Customer hereunder. In addition, except as expressly authorized herein, Customer shall not authorize Test Taker to: (i) copy or modify the Product for any purpose; (ii) reverse engineer, decompile, modify, translate, disassemble, or discover the source code for all or any portion of the Product; or (iii) distribute, disclose, market, rent, lease, or otherwise transfer the Product or Documentation to any other person, except as set forth in Section 2.1 hereto. All Test Takers must be located within the Territory.

2.7 Reservation of Rights. Except for the licenses and rights expressly granted under this Agreement, no licenses or rights are granted by either party to the other party hereunder, by implication, estoppel, or otherwise. All such other licenses and rights are reserved unto ImPACT Applications or Customer, as applicable. ImPACT Applications expressly reserves the right, in its sole discretion and in the Territory and throughout the world, to: (i) sell or license the Product directly to any third party; (ii) use the ImPACT Applications Marks for the purpose of promoting, advertising, or marketing the Product; and (iii) grant promotional, advertising, and/or marketing rights to other persons.

2.8 Product Representations. Customer shall make no, and shall indemnify ImPACT Applications for and against any and all claims arising out of, representations or warranties concerning quality, performance, or other characteristics of the Products other than those which are consistent in all respects with, and do not expand the scope of, the representations and warranties made by ImPACT Applications for such Products. Customer may not write or otherwise create any additional Product Documentation or authorize the creation thereof without ImPACT Applications' express prior written consent. The only Product Documentation that Customer is authorized to sell or distribute is official ImPACT Applications Product Documentation produced by ImPACT Applications. Customer agrees that its obligation to indemnify ImPACT Applications for and against any and all claims arising out of any warranty that is inconsistent with or additional to the warranties contained in this

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Agreement shall not be affected, reduced, or impaired by the fact that Customer is required by local mandatory law or to enter such inconsistent or additional warranty.

2. Ownership of Customer Data. The ImPACT Applications system will aggregate and generate data relating to Test Takers that will relate to medical information such as age, height, weight, prior injuries, and test results from using the Product and such other information as ImPACT Applications may determine from time-to-time would be useful in improving the performance of the Product (the "Customer Data"). Customer is the sole exclusive owner of the Customer Data. ImPACT Applications shall be permitted to use aggregated, de-identified Customer Data, for internal and external evaluation purposes provided that such information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. Any use of Customer Data by ImPACT Applications shall comply with all applicable rules, laws, and regulations regarding data protection and privacy.

(https://impactconcussion.com/) Menu

2.10 Government Approvals. Customer shall, at its expense, obtain all registrations, licenses, and permits required to perform its obligations, pay all taxes and fees due in connection therewith, and provide ImPACT Applications with such documentation as ImPACT Applications may request to confirm Customer's compliance with this Section 2.10 and agrees that it shall not engage in any course of conduct that, in ImPACT Applications' reasonable belief, would cause ImPACT Applications to be in violation of the laws of any jurisdiction.

2.11 Material Breach. Any breach of any of the provisions of this Section 2 by Customer shall be deemed a material breach of this Agreement.

2.12 Applicability of Agreement to All ImPACT Applications Products and Pricing Changes. Customer acknowledges ImPACT Applications may offer additional Products during the term of this Agreement (each a "Subsequent Product" and collectively, the "Subsequent Products"). Customer and ImPACT Applications acknowledge and agree Subsequent Products may be licensed by Customer, subject to all terms and conditions of this Agreement, without a formal written modification of this Agreement or the execution of a separate contract on the condition that Subsequent Products and pricing terms are described in a writing by ImPACT Applications and acknowledged by Customer. Such a writing and acknowledgement may include email exchanges, an online ordering system or portal, or any other means that is mutually acceptable by the parties without any need to reference this Agreement or any amendment thereto. Performance subsequent to any acknowledgement or writing as stated herein shall constitute acceptance. ImPACT Applications may also amend Schedule A consistent with the terms of this Agreement without a written modification of this Agreement, provided that any modifications to Schedule A are provided to Customer in a manner consistent with this section. Upon communication to customer of revisions to Schedule A, said revisions shall merge into and fully become part of this Agreement without need for a separate acceptance or novation.

3. **PRODUCT INFRASTRUCTURE**

3.1 Obligations of ImPACT Applications. Subject to Customer's compliance with the terms and conditions of this Agreement, ImPACT Applications shall be responsible for providing and maintaining the Product Infrastructure. The Product Infrastructure is subject to modification by ImPACT Applications from time to time for purposes such as adding new functionality, maximizing operating efficiency, and upgrading hardware and software. Customer understands and acknowledges such modifications may require changes to Customer's Internet access and telecommunications infrastructure to maintain Customer's desired level of performance. ImPACT Applications will provide industry standard web hosting and connectivity and use reasonable efforts to provide Customer 99.99% up time operation; provided, however, Customer acknowledges and agrees that downtime may occur for systems maintenance, including without limitation diagnostics, upgrades, and operations reconfiguration and that unscheduled downtime may occur as a result of forces beyond the immediate control of ImPACT Applications including, but not limited to, catastrophic events, terrorist acts, outages, or failures or outages caused by Customer's network or internet service provider.

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3.2 Obligations of Customer; Internet Access and Telecommunications Services. Except for the Product

Infrastructure, which will be provided by ImPACT Applications, Customer shall be responsible for obtaining and maintaining all hardware, software, equipment, and other items required in connection with Customer's access to and use of the Product as contemplated hereunder, including, without limitation, all hardware, software, equipment, and other items required to develop and maintain the Customer Site functionality necessary to facilitate access to the Product. Customer at its expense shall be responsible for obtaining Internet access and/or telecommunications services, or upgrading Customer's existing Internet access or telecommunications services, to allow access to the Product by Customer and Test Takers. ImPACT Applications shall not be responsible for interruptions in Customer's use of the Product caused by such providers or interruptions in the service provided by such providers.

4. **TEST ACCESSIBILITY; SERVICE; REPORTS; USER'S GUIDE; UPDATES**

4.1 Test Accessibility; Service. A description of how to access the Products, ImPACT Applications technical support, and report generation is set forth on Schedule A.

4.2 Updates. ImPACT Applications shall provide all Updates to Customer as they are released generally by ImPACT Applications to all of its customers. Any and all Updates offered by ImPACT Applications to its customers during the term shall be provided to Customer free of charge.

5. **FEES AND PAYMENTS; TAXES; LATE PAYMENTS**

5.1 Product Fees – License. In consideration of the license rights and services provided by ImPACT Applications hereunder, Customer will pay ImPACT Applications the applicable Product Fees within thirty (30) calendar days of receipt of an invoice. Current fees for the Products are set forth on Schedule A (the "Product Fees"). All Product Fees shall be paid in United States Dollars. ImPACT Applications shall electronically invoice Customer for all Product Fees due hereunder and it is Customer's sole responsibility to update ImPACT Applications regarding any changes in Customer's electronic contact information. All Product Fees due to ImPACT Applications shall be paid by Customer in full without right of set-off or deduction. In the event all amounts due to ImPACT Applications are not paid when due, ImPACT Applications shall have the right, in its sole and absolute discretion, to suspend Customer's access to the Product until payment is remitted, subject to ImPACT Applications' compliance with all applicable federal, state, and local rules, laws, and regulations regarding data protection, data retention, and data privacy of Customer Data, including but not limited to HIPAA. Failure to pay Product Fees as set forth above shall constitute a material breach of this Agreement and shall subject Customer to termination of this Agreement in accordance with Section 8.

5.2 Product Fees. The Product Fees shall apply only to Products and not to any other goods or services ImPACT Applications may offer, including without limitation separate modules, professional services, or third party products offered by ImPACT Applications from time to time, all of which ImPACT Applications may, in its sole discretion, separately offer and price. ImPACT Applications may offer special promotions or discounts on Products from time to time and as a result, may amend pricing of the promotional or discounted Products upon thirty (30) days prior written notice to Customer.

5.3 Fee Increases. ImPACT Applications may, upon sixty (60) days prior written notice to Customer, increase the Product Fees charged to Customer hereunder.

5.4 Taxes. To the extent applicable, Customer shall be responsible for paying all sales, use, value-added, and other similar taxes in connection with the Product and services provided hereunder, except for taxes assessed, levied, or imposed based upon ImPACT Applications' property or income. ImPACT Applications may elect to include said taxes, duties, and charges as separately itemized charges in its invoices to Customer hereunder.

5.5 Late Payments. If any amounts due to ImPACT Applications hereunder are not paid when due, ImPACT Applications shall have the right, in its sole and absolute discretion, to: (i) immediately terminate this Agreement by delivering written notice thereof to Customer; (ii) immediately suspend Customer's access to the Product, including the ability to access the Product to view and download previous test results; and (iii) charge Customer

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interest on such late payment, which shall accrue interest from the first day following the due date until paid in full at the rate of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law.

6. **WARRANTIES AND LIMITATIONS OF LIABILITY**

6.1 Warranty. ImPACT Applications warrants that Product will operate in substantial conformance with the Documentation. Customer must notify ImPACT Applications in writing, within ten (10) days following the date on which Customer is first given access to the Product, of any failure of Product to operate in substantial conformance with the Documentation. Customer must also notify ImPACT Applications in writing, within ten (10) days following the date of performance of any services by ImPACT Applications hereunder, of any failure by ImPACT Applications to perform said services in a professional manner and in accordance with the terms and conditions of this Agreement. ImPACT Applications' sole obligation and Customer's sole remedy with respect to any failure of the Product to substantially conform to the specifications therefor, or of any failure of ImPACT Applications to perform services hereunder in a professional manner and in accordance with the terms and conditions of this Agreement, is for ImPACT Applications to use commercially reasonable efforts to remedy any such failure as soon as is reasonably practicable, and if such failure is not remedied in a reasonable time, for Customer to terminate this Agreement upon written notice to ImPACT Applications. 6.2 Warranty Disclaimer. EXCEPT AS SET FORTH IN SECTION 6.1, IMPACT APPLICATIONS DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCT, THE PRODUCT INFRASTRUCTURE, OR ANY OTHER MATTER COVERED BY THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IMPACT APPLICATIONS DOES NOT WARRANT THAT THE PRODUCT OR THE PRODUCT INFRASTRUCTURE WILL OPERATE WITHOUT INTERRUPTION OR DELAY AND/OR BE ERROR FREE, OR THAT ALL FAILURES OF THE PRODUCT TO CONFORM TO THE DOCUMENTATION CAN OR WILL BE CORRECTED. THE PRODUCT AND THE PRODUCT INFRASTRUCTURE ARE WARRANTED ONLY TO CUSTOMER, AND CUSTOMER SHALL NOT EXTEND ANY WARRANTIES OR MAKE ANY REPRESENTATIONS FOR OR ON BEHALF OF IMPACT APPLICATIONS OR IMPACT APPLICATIONS' LICENSORS TO ANY OTHER PERSONS

6.3 Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOST PROFITS OR BUSINESS, LOSS OF GOODWILL, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY EXEMPLARY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO DIAGNOSTIC ACCURACY AND/OR MEDICAL MALPRACTICE), REGARDLESS OF WHETHER SUCH DAMAGES ARISE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH PARTY IS ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. EXCEPTING INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THE SPECIFIC OBLIGATIONS OF IMPACT APPLICATIONS UNDER SECTION 6.1, THE AGGREGATE LIABILITY OF IMPACT APPLICATIONS FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER SHALL NOT EXCEED THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH ANY SUCH CLAIM FIRST ARISES.

6.4 Consumer Protection Laws. THE PRODUCT IS A BUSINESS PRODUCT, THE APPLICATION OF WHICH IS COMMERCIAL, RATHER THAN CONSUMER-ORIENTED, IN NATURE, REGARDLESS OF THE NATURE OR USE BY ANY PERSON OR ENTITY. IN EXECUTING THIS AGREEMENT, THE PARTIES RECOGNIZE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THAT CONSUMER PROTECTION LAWS IN ANY APPLICABLE TERRITORY SHALL NOT APPLY.

7. **INFRINGEMENT INDEMNIFICATION**

7.1 Indemnification by ImPACT Applications. ImPACT Applications hereby agrees to indemnify and hold harmless Customer from and against all damages, settlement amounts, costs, and expenses (including reasonable attorney's fees) that Customer may be required to pay to a third parties to the extent such damages, settlement amounts, costs, and expenses are attributable to claims that the Product infringes or misappropriates a U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, except such claims

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due to: (i) a breach by Customer of any provision of this Agreement; (ii) any Customer Materials; or (iii) use of the Product in combination with any software, hardware, or other equipment not provided by ImPACT Applications where the infringement or misappropriation would not have occurred but for such combination. Notwithstanding anything stated herein to the contrary, in no event shall ImPACT Applications be required to indemnify Customer in an amount or amounts, in the aggregate, in excess of the fees and payments ImPACT Applications has received hereunder.

(https://impactconcussion.com/) Menu

7.2 Additional Obligation of ImPACT Applications. In the event Customer is enjoined or otherwise prohibited, or in ImPACT Applications' opinion is reasonably likely to be enjoined or otherwise prohibited, from using the Product as a result of any claim for which ImPACT Applications is required to indemnify Customer under Section 7.1 above, ImPACT Applications, at its own expense and option, shall, in addition to fulfilling its obligations described in Section 7.1, promptly: (i) procure for Customer the right to continue using the Product; (ii) modify the Product so that it becomes non-infringing without materially altering its capacity or performance; (iii) replace the Product with a product that is reasonably equivalent in capacity and performance but is non-infringing; or, if none of the foregoing remedies is available to ImPACT Applications on commercially reasonable terms; (iv) require Customer to cease using the Product and repay to Customer any prepaid fees and other amounts paid by Customer to ImPACT Applications hereunder.

7.3 Exclusive Remedy. Sections 7.1 and 7.2 state the entire obligation of ImPACT Applications and the exclusive remedy of Customer with respect to any actual or threatened claim that the Product, or use thereof by Customer or any Test Taker, infringes or misappropriates the patent, copyright, trademark, trade secret, or other intellectual property rights of any person.

8. **TERM AND TERMINATION**

8.1 Term. The initial term of this Agreement (the "Initial Term") shall be one year from the Effective Date. This Agreement, and any amendments to Schedule A as set forth in Section 2.12, shall automatically renew for additional identical one-year periods (each a "Renewal Term" and the Initial Term and any Renewal Term(s) are collectively referred to as the "Term") under the then-current fee schedule for the Products and services, a copy of which will be provided to Customer upon request, unless Customer, at least thirty (30) business days prior to the end of the applicable term, provides ImPACT Applications with notice that this Agreement will expire at the end of the applicable term. As of the Effective Date any and all prior agreements related to the licensing of the Products between Customer and ImPACT Applications shall be terminated.

8.2 Termination. Subject to Section 5 of this Agreement, either party shall have the right to immediately terminate this Agreement by delivering written notice thereof to the other party if the other party fails to perform or comply with any material term or condition of this Agreement and does not cure such failure within thirty (30) days following its receipt of written notice thereof from the other party. Additionally, Customer may terminate this Agreement at any time with or without cause upon providing ImPACT Applications at least ninety (90) days prior written notice pursuant to Section 9.9. If, as a result of a change in law or regulation or a judicial or administrative interpretation, the performance by either party hereto of any provision of this Agreement should jeopardize the licensure of Customer, its participation in Medicare, Medicaid, Blue Cross, or other reimbursement or payment programs, its exemption from taxation under Internal Revenue Code Section 501(c)(3) or its full accreditation by the Joint Commission, or if it should constitute a violation of any statute, regulation, or ordinance, Customer may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not then reached, terminate this Agreement.

8.3 Effect of Termination. Upon the earlier of the expiration or termination of this Agreement, or due to Customer's insolvency or bankruptcy: (i) all license rights of Customer under this Agreement shall automatically and immediately cease; (ii) Customer shall immediately discontinue all use of the Product; (iii) Customer shall immediately delete all computer programs and files of ImPACT Applications from its computer systems and return to ImPACT Applications or destroy all Documentation, Training Materials, and/or Promotional Materials in its

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possession or control and shall certify in writing within ten (10) days from the date of such termination or expiration that such deletions, returns, or destructions have taken place; (iv) Customer shall immediately cease any and all use of the ImPACT Applications Marks and the Promotional Materials, including removing the ImPACT Applications Marks and the Promotional Materials from any website Customer operates; and (v) Customer shall return or destroy all Promotional Materials within thirty (30) days following termination or expiration, and shall certify having done so in writing. Customer shall no longer have any right or ability to market or license any of the Products, or to provide support related to the Products or offer training related to the Products. Customer agrees upon the effective date of such termination to pay all sums due to ImPACT Applications, return all proprietary information to ImPACT Applications. The following shall survive the expiration or sooner termination of this Agreement: the provisions of Sections 6 (Warranties and Limitations of Liability), 7 (Infringement Indemnification), 8 (Term and Termination), and 9 (General); any payment obligations of the parties hereunder accruing prior to the date of such expiration or termination; and any other provisions herein expressly surviving such expiration or termination or necessary to interpret the respective rights and obligations of the parties hereunder.

9. **GENERAL**

9.1 Independent Contractors. In making and performing this Agreement, the parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer, franchisee, or partner of the other party for any purpose.

9.2 Force Majeure. In the event either party is unable to perform its obligations under the terms of this Agreement (other than the obligation to pay amounts due and owing hereunder) because of acts of God, strikes, equipment, or transmission failure or other causes reasonably beyond its control, such party shall not be liable to the other party for any damages resulting from such failure to perform or otherwise from such causes.

9.3 Governing Law. This Agreement and its subject matter shall be governed in accordance with the laws of the State of Delaware without regard to the choice of law or conflict of laws principles contained therein. All controversies arising hereunder shall be brought in a court of competent subject matter jurisdiction located in the State of Delaware. The parties hereby consent to the exclusive jurisdiction of any court having competent subject matter jurisdiction located in the State of Delaware and hereby agree to waive any claim or defense of inconvenient forum or governmental immunity. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement. In any suit or proceeding between the parties relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys and other professionals incurred in connection with the suit or proceeding, including costs, fees, and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

9.4 Public Statements. Either party may disclose the existence of this Agreement, but shall not represent to any third party any positions, statements, intentions, terms of this Agreement, or other actions on behalf of the other. ImPACT Applications is authorized to use Customer's name, trademark, or service marks or issue press releases and similar public statement regarding this Agreement and Customer's use of the Product.

9.5 Confidentiality. The parties (each, a "Recipient") agree to use all information concerning the other party (each, a "Discloser") and the Discloser's respective subsidiaries and affiliates furnished by or on behalf of the Discloser hereunder (collectively, the "Confidential Information") solely for the purpose of the transactions contemplated hereby. The Confidential Information will be kept confidential by the Recipient and its agents unless such Confidential Information (i) is required to be disclosed by law, (ii) is disclosed pursuant to the Discloser's prior written consent; or (iii) otherwise becomes generally available to the public other than as a result of a breach of this Agreement. Upon termination of this Agreement, the Recipient will return all Confidential Information as may be requested by the Discloser. The term "Confidential Information" shall not be deemed to include information which: (i) is now, or hereafter becomes,

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through no act or failure to act on the part of the Recipient, generally known or available to the public; (ii) is known by the Recipient at the time of receiving such information as evidenced by its records created prior to the date of this Agreement and is not accompanied by a duty of confidentiality; (iii) is hereafter furnished to the Recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the Recipient without any breach of this Agreement and without use of or reference to the Confidential Information; or (v) is the subject of a written permission to disclose provided by the Discloser.

Menu (https://impactconcussion.com/)

9.6 THIS SECTION 9.6 APPLIES ONLY TO CUSTOMERS IN THE UNITED STATES. Privacy Adherence. In addition to the requirements of Section 2.2, the parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standard") promulgated in accordance with HIPAA. ImPACT Applications understands that Customer is a "covered entity" as defined by HIPAA. In the course of carrying out its obligations in accordance with this Agreement, ImPACT Applications will have access to individually identifiable health information of Customer patients, thereby creating a Business Associate relationship between Customer and ImPACT Applications. In compliance with HIPAA, Customer has requested ImPACT Applications, and ImPACT Applications has agreed, to abide by the terms and conditions of this Section 9.6 governing the use of Protected Health Information ("PHI"). Unless otherwise defined in this Section 9.6, capitalized terms shall have the meaning established by 45 CFR §§ 160.103 and 164.501. ImPACT Applications may use or disclose PHI in accordance with this Section 9.6 provided such use or disclosure by Customer would not violate the Privacy Standard. ImPACT Applications shall comply with the requirements of the Privacy Standard related to PHI. Specifically, ImPACT Applications shall:

i. Not use or further disclose PHI other than as permitted or required by this Section 9.6 or as required by law (as such term is defined by the Privacy Standard);

ii. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Section 9.6;

iii. Report to Customer any use or disclosure of the PHI not provided for by this Section 9.6 of which ImPACT Applications becomes aware;

iv. Mitigate, to the extent practicable, any harmful effect that is known to ImPACT Applications of a use or disclosure of PHI not permitted by this Section 9.6;

v. Make PHI available in accordance with 45 CFR § 164.524;

vi. Make available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;

viii. Make ImPACT Applications' internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received on behalf of, Customer available to the United States Secretary of Health and Human Services for purposes of determining Customer's compliance with the Privacy Rule.

Upon expiration of this Agreement ImPACT Applications shall either return to Customer (at Customer's sole expense) or destroy all PHI received from, or created or received on behalf of Customer (including all copies thereof) in ImPACT Applications' possession or under ImPACT Applications' control; or if return or destruction is not feasible, extend protections of this Section 9.6 to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

9.7 Third Party Beneficiaries. Test Takers are not and will not be deemed to be third party beneficiaries of this Agreement, or to have any contractual relationship with ImPACT Applications by reason of this Agreement. Customer hereby agrees to indemnify and hold harmless ImPACT Applications from any and all damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) suffered or incurred by ImPACT Applications or its affiliates in connection with any claims brought by Test Takers against ImPACT Applications or its affiliates that arise from or in connection with the Product or any other matter covered by this Agreement.

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9.8 Insurance. ImPACT Applications shall maintain for the term of this Agreement general liability insurance with a

combined single limit of at least One Million Dollars (US$1,000,000.00) for any claim arising out of a single occurrence.

9. No Medical Advice. The Product and the results obtained from use of the Product do not constitute medical advice. Customer and all End Users should use the data received as a result of using the Product to consult with qualified medical personnel. The Product is only one component of a concussion management treatment protocol and must be used in combination with the advice of qualified medical personnel.

Menu
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9.10 Miscellaneous. Customer may not assign any of its rights or privileges, or delegate any of its duties or obligations hereunder, in whole or in part, by operation of law or otherwise, to any third party without the prior written consent of ImPACT Applications. Customer's merger or consolidation with another entity or health care system shall not be considered an assignment requiring the prior written consent of ImPACT Applications provided that the surviving entity assumes all of Customer's obligations hereunder without qualification or condition. This Agreement shall be freely assignable by ImPACT Applications upon thirty (30) days prior written notice to Customer. Any attempted assignment or delegation of this Agreement or any duties or obligations hereunder in violation of the foregoing limitations shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. All notices required to be in writing shall be delivered by hand, sent by recognized overnight courier (such as Federal Express or UPS), electronic mail, or mailed by certified or registered mail, return receipt requested, postage pre-paid, addressed to the parties set forth herein. This Agreement, including all schedules attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether written or oral, regarding the subject matter hereof. Except as expressly provided herein, this Agreement may not be amended, supplemented, or otherwise modified except by an instrument in writing signed by both parties. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or unenforceability of any of the terms of this Agreement in any other jurisdiction. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. The headings contained in this Agreement are for convenience only and shall not affect meaning or interpretation of this Agreement. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, shall bear the original or facsimile signature of each of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon, but all of which together shall constitute but one in the same instrument.

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Schedule A

General Service Description

The test is reachable over the internet from any industry standard browser

Customer Configuration and Installation

Please see https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf (https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf)

Availability and Maintenance

ImPACT Applications will use commercially reasonable efforts to make the Product available for Customer use with four (4) hours reserved for maintenance downtimes per week. These maintenance windows may require additional time. Customer designated system administrators are notified via email 24 hours in advance of any scheduled down time. Automated encrypted back-ups are performed on all Customer data.

Service Delivery

ImPACT Applications provides support on-line via e-mail only during Normal Business Hours, 7:00 a.m. CST to 7:00 p.m. CST, Monday through Friday, excluding legal holidays. ImPACT Applications provides technical support only to the Customer. It is Customer's sole responsibility to provide support to Test Takers.

Documentation

The computer requirements for ImPACT:
https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf
(https://www.impacttestonline.com/htmlcc/Files/sports/qrg_enus.pdf)

Clinical Reports

Reports are available for Customer's authorized personnel to generate and use in managing the Customer's Test Takers. Additional support functions allow for follow up testing and individual results retrieval by Customer's authorized personnel.

Schedule B

Trademark and Logo Usage Guidelines

Manual for print and web related materials.
Effective January 08, 2021

For more information on the application of the ImPACT Applications brand, please contact the ImPACT Applications marketing department at marketing@impacttest.com.

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Trademark Usage Guidelines

These Trademark Usage Guidelines (the “Guidelines”) set forth the rules for using or referring to the trademarks and service marks owned by ImPACT Applications, Inc. (“ImPACT Applications”) for any/all uses in all mediums. It is imperative that these specifications are followed wherever and whenever the organization and its partners utilize the ImPACT Applications name and identity.

Menu
(https://impactconcussion.com)

For the purposes of these Guidelines, “ImPACT Applications Trademark(s)” shall include all registered or unregistered trademarks and service marks (such as words, names, symbols, devices, slogans, logos, or combination of these) owned by ImPACT Applications including, but not limited to, the trademarks and service marks listed on the ImPACT Applications Trademark List as set forth below.

ImPACT Applications considers its trademarks and service marks to be among its most valuable intellectual property assets. As such, ImPACT Applications intends to take all appropriate measures to preserve the strength of and retain its exclusive rights to use its marks. United States and international trademark and copyright laws protect many of these trademarks and service marks.

Trademark List:

ImPACT®
ImPACT Pediatric®
ImPACT® Quick Test

ImPACT Toolkit™

ImPACT Passport®

Cognitive Impairment Screener™

Usage Rules for Printed or Typed Materials

Proper Use of Trademark Symbol
The trademark symbol “™” or “®” should be used with the mark the first time that it appears in any copy.

Proper Capitalization of Letters
The form of the text should always appear as follows “ImPACT Applications” with the initial letter “I” capitalized, a lower case “m” and the letters “PACT” capitalized with no spaces in between.

Usage Rules for ImPACT Applications Logos

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Concussion Protocol 101 (https://impacttest.com/concussion-protocol-101-guide/)

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APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: MOT

Date(s) of Contracted Service: 7/1/21 - 6/30/22

Contractor Name: Tope's Tree Service

Cost *(not to exceed)*: $20,000

Description of Service: Tree trimming and removal as directed for 21/22 school year

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** 01-0000-0-0000-8200-5800-00-030-7800-0032

I have read and understand the terms of and approve the attached contract:

Dan Paul
Site/Department Administrator Signature

06/07/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

CONTRACTOR AGREEMENT

This Agreement ("Agreement") is entered into as of 6/23/21 ("Effective Date"), by and between Carmel Unified School District, a California public school district ("District") and Tope's Tree Service, Inc., a California Corporation ("Contractor").

For the consideration stated herein, District and Contractor agree as follows:

1. Contract Documents. The "Contract Documents" consist of this Agreement. Scope of work to include tree trimming and removal at District sites as directed during 2021/2022 school year.

2. Services; Time for Completion. Contractor will furnish all tools, equipment, apparatus, labor and material necessary to perform and complete the work in strict accordance with the Contract Documents (the "Work"). The Work shall be completed 15 days after the issuance of a Notice to Proceed by the District, which shall issue within fifteen (15) days of receipt by the District of all documentation required from the Contractor under this Agreement, including but not limited to the Bonds required by section 4 hereof.

2. Contract Price. Contractor will be compensated in the amount Not To Exceed $20,000.00 for the Work, subject to any additions or deductions as provided in the Contract Documents. This pricing shall be referred to as the "Contract Price" and shall not be increased over the course of this Agreement unless pursuant to a valid Change Request (see Section 9 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 5% of all progress payments until the Work is completed. Contractor will submit itemized billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.

4. Bonds. N/A

5. Fingerprinting and Background Checks. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at each site, including but not limited to all fingerprinting requirements as set forth in Education Code sections 45125.2 and 45125.2, regardless of any contact with pupils as defined therein. In conjunction with this Agreement, Contractor shall also execute and submit to District the Fingerprinting Notice and Acknowledge, attached hereto as Exhibit A. At the sole discretion of District, Contractor and its employees, agents and subcontractors shall be subject to mandatory background check.

6. Workforce Qualifications. Contractor represents that it or its principals or

employees assigned to provide the Work under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise met all legal qualifications to perform this Agreement.

7. Conformance to Agreement Documents and Labor Warranty. Contractor represents and warrants that the Work furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents. Contractor warrants that all Work will be of good quality and free from defects in workmanship for a period of one (1) year from the date of completion of the Work. Contractor shall, within ten (10) days after being notified in writing by the District of any defect or non-conformance in the Work, commence and prosecute with due diligence all actions necessary to correct said Work from any defect or non-conformity.

8. Liquidated Damages. Contractor agrees to complete the Work pursuant to the terms of this Agreement within the time for performance stated in section 2 unless Contractor receives a written extension of time for the Work from the District. Contractor's failure to complete the Work on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if the Work is not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Work on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete the Work on time will be $0 or each calendar day by which completion of the Work is delayed beyond the time for performance stated in section 2. If Contractor becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from progress payments due to Contractor. In all events, Contractor and its sureties shall remain liable to District until all such liabilities are satisfied in full.

9. Change Management Procedures. It may become necessary to amend this Agreement for reasons including, but not limited to the following: duly approved changes by the District to the scope or the specifications for the Work; extensions of time duly approved by the District; or environmental or architectural conditions not previously identified. In the event either party desires to change this Agreement, the following procedures shall apply:

(a) The party requesting the change will deliver a request ("Change Request") to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work. A Change Request may be initiated either by the District or by Contractor.

(b) The parties will evaluate the Change Request and negotiate in good faith the changes to the Work and additional fees, if required to implement the Change

Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.

(c) Upon execution of a Change Request and approval thereof by the District's governing board, said Change Request will be incorporated into, and made part of, this Agreement.

10. Equipment Warranty. Within thirty (30) days of completion of the Work, Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

11. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including costs and attorneys fees) arising out of or resulting from performance of this Agreement including, but not limited to: any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by District of equipment supplied pursuant to this Agreement; Contractor's use of the site; Contractor's completion of its duties under this Agreement; or injury to or death of persons (including third parties) or damage to property or damage to District, its agents, employees, Board of Trustees, members of the Board of Trustees, or third parties for any act, omission, negligence, or willful misconduct of Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

12. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

13. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

14. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in the performance of the Work is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of

the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for the Work showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

15. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of

and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

16. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

17. Insurance. Contractor shall secure and maintain for the term of this Agreement general liability, automobile liability, worker's compensation, and employer's liability insurance with combined single limits of at least $2,000,000 coverage per occurrence, or $1,000,000 per person, $1,000,000 million per accident and $1,000,000 per property loss, and no aggregate limit.

18. Transportation Charges. Contractor agrees to deliver all equipment prepaid unless otherwise specified. All costs for delivery and packaging of equipment are the responsibility of Contractor unless otherwise stated.

19. Inspection. All equipment furnished must be in conformity with the specifications and Contract Documents and will be subject to inspection and approval by District after delivery. District reserves the right to reject and return at the risk and expense of the Contractor any portion of the equipment which may be defective or which fails to comply with the specifications in Contract Documents.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

22. Public Safety. Is it the parties' intent and expectation that the safety of the public is of the utmost importance to the parties, and that during performance of the Work the Contractor shall take all reasonably necessary precautions for the prevention of accidents involving the public. Contractor shall be liable to District for any and all damages and costs (including reasonable attorneys' fees) resulting from accidents involving the public which arise from or are connected to Contractor's acts or omissions in the performance of the Work.

23. Default. District may terminate this Agreement upon written notice to Contractor if Contractor is in default and upon ten (10) days written notice of such default, Contractor fails to cure such default. A party will be deemed to be in default under this Agreement if it: (a) fails to comply with any obligation, term or covenant under this Agreement; or (b) made any representation or warranty pursuant to this Agreement that was false or misleading in any material respect when made. Termination of this Agreement will not affect or diminish the rights or claims or remedies available to the non-defaulting party arising by reason of any default.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

25. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

26. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

27. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

28. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Interim Superintendent

By: _____
Name: Yvonne Perez
Title: Chief Business Official
Date: _____

Tope's Tree Service, Inc.

By: _____
Name: Andy Tope
Title: Owner
Date: 6/14/21

A. INDEPENDENT CONTRACTOR SERVICE AGREEMENT SUMMARY – RATIFY ONLY

The following Independent Contractor Service Agreements are presented for approval:

Name/Site	Service	Cost (Not to exceed)
Carmel Youth Center - Business	After Summer School Enrichment Program.	$7,700.00

APPROVAL CUSD
INDEPENDENT CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review
at least fourteen (14) working days prior to the next Board meeting.

Once received in the Business Office, **the contract must be agendized for approval by the Board of Education** at their next regularly scheduled meeting. Following Board approval, the contract will be signed and a copy will be returned to you.

Site/Department: Business

Date(s) of Contracted Service: 6/15/2021-7/2/2021

Contractor Name: Carmel Youth Center

Cost *(not to exceed)*: $7,700.00

Description of Service: After Summer School Enrichment Program held at CMS for students from River School, Tularcitos, and CMS.

☐ **Pupil Records Rider** ☒ **New Vendor** (if checked, need W9) ☐ **Other** _____

☒ **Fingerprinting/TB Questionnaire completed** ☒ **Insurance Received**

☒ **Ratified, reason** Start date prior to board meeting

Funding Source: ☐ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** 01-7425-0-1172-1000-5800-00-029-0027-0040
Expanded Learning Opportunity Grant

I have read and understand the terms of and approve the attached contract:

Yvonne Perez
Site/Department Administrator Signature

06/10/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department 06/14/2021
Date

CARMEL UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT: EXTENDED TERM SERVICES

This Independent Contractor Services Agreement ("Agreement") is made and entered into effective **6/10/2020** by and between the **Carmel Unified School District** ("District") and **Carmel Youth Center** ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services:

   After Summer School Enrichment Program held at Carmel Middle School for students from River Elementary, Tularcitos Elementary, and Carmel Middle School.

2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.

3. Term. This Agreement shall begin on **6/15/2021** and shall terminate upon completion of the scope of work, but no later than **7/2/2021**. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.

4. Termination. The District may terminate this Agreement immediately at any time by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. The District may then proceed with the work in any manner the District deems proper.

5. Payment. District agrees to pay $80 per staff per day plus $2.50 for materials per child. Number of students served will not exceed 60 and the amount per the term of the contract shall not exceed $7,700 (See attached fee schedule). The rate shall not be increased by the Contractor over the course of this Agreement. Contractor will submit an invoice in full no later than June 27th for the term of the contract, and submitted to ap@carmelunified.org District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.

6. California Residency. Contractor is a resident of the State of California.

7. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the site; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge,

or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

8. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 7 hereof, Contractor shall, before beginning any of the services or work called for by any term of this Agreement, secure and maintain in full force and effect during the term of this Agreement, the following insurance (check all that apply):

   ☒ Comprehensive General Liability, in an amount not less than $1,000,000.00 per occurrence.

   ☒ Valid California Automobile Insurance

   The District shall be named as an additional insured on Contractor's Liability insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Contractor's insurance policy shall be attached to this Agreement as proof of insurance.

9. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venture of the District.

10. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

11. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:

   A. ☐ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will have only limited or no contact with District students at all times during the Term of this Agreement.

   B. ☒ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited contact with District students during the Term of this Agreement:

   If Box B. above is checked fingerprints must be submitted to the HR Director or designee, (Education Code § 45125.1.) in the form of a written signed statement by the Contractor certifying that employees have been fingerprinted and meet the requirements as outlined in Ed Code to work directly with children. Fingerprint requirements will be waived for Carmel High School Students working for Contractor. Carmel High School Students will be supervised by an adult employee of contractor at all times. Adult employees of contractor must register with the district's Raptor Instant Background Check System prior to start of Contract.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

12. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.

13. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Monterey County, subject to any motion for transfer of venue.

18. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the Contractor, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.

District:	Contractor:
Carmel Unified School District Yvonne Perez, CBO 4380 Carmel Valley Road Carmel, CA 93923	Carmel Youth Center Jessica Faddis, Director P.O. Box 2399 Carmel by the Sea, CA 93921

19. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.

20. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

21. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

22. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

23. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Interim Superintendent
Date:

CARMEL YOUTH CENTER

By: _____
Name: Jessica Faddis
Title: Director
Date: 6/10/21

By: _____
Name: Yvonne Perez
Title: Chief Business Official
Date:

Carmel Youth Center
1:12 Ratio
Child : Staff
Minimum 2 Staff

Number of Students	Number of Staff	Cost per day	Cost 3 Week Total
12	2	$190	$2,660
24	2	$220	$3,080
36	3	$330	$4,620
48	4	$440	$6,160
60	5	$550	$7,700

Break Down		
	STAFFING	**Supplies**
	$20 per hour per staff	$2.50 per child per day
	4 hours per day. (Prep, Travel, & Facilitation.)	12 Kids
Total:	$80 per staff per day	$30 per set of of 12 kids

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jim Curran	
Kerber Gost Insurance Agency 1754 Spyglass Circle Vista, CA 92081 Jim Curran	PHONE (A/C, No, Ext): 661-345-5846	FAX (A/C, No):
	E-MAIL ADDRESS: JimHelpsNonProfits@KerberGost.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NonProfits Insurance Alliance of California (NIAC)	11384
INSURED Carmel Youth Center PO Box 2399 Carmel By The Sea, CA 93921	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		2020-17728	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M / 2M
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			2020-17728	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			2020-17728-UMB	07/01/2020	07/01/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Improper Sexual Conduct and Physical Abuse Liability			2020-17728	07/01/2020	07/01/2021	Each Abuse Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Carmel Unified School District is listed as an additional insured as it pertains to the operations of the named insured on their behalf per attached form CG 20 26 04 13.

CERTIFICATE HOLDER

Carmel Unified School District
4380 Carmel Valley Road
Carmel, CA 93923

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Egan Gost

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CARMEL YOUTH CENTER

SUMMER *after care calendar*

THINGS THAT MOVE!	15 Wooden Car Races & 4 Square	16 Wiffle Ball STEM & Game	17 Air Show & Kickball	18 Catapults & Knock Out Tournament (Basketball)
21 Kites & Basketball 'Horse'	22 Balloon Sail Boats & Soccer Fun	23 Animal Relay Races & Pipe cleaner animal creations	24 3D Hot Air Balloons & Frisbee Golf	25 Lego Balloon Car Races & Cricket
28 Hovercrafts & Wiffle Ball	29 Wings & Things Creations & Obsticle Course Relay	30 Baking Soda Boats & Kickball	1 Robot Hand STEM &Frisbee Golf	2 Music Dance Party! & DIY Cell Phone Speaker

APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

Site/Department: Technology (IT) & Student Services

Date(s) of Contracted Service: 07/01/2021 - 6/30/2022

Contractor Name: Dell / NASPO

Cost *(not to exceed)*: $200,000.00 (by multiple POs)

Description of Service: Authority to use NASPO Master Agreement to purchase Dell products for Carmel Unified School District throughout the 2021-22 school year.

Contract Terms: **Prepayment Penalty:** ☐ Yes ☒ No **Auto Renewal:** ☐ Yes ☒ No

☐ **Venue for Legal Disputes Reviewed by Cabinet Member** ☐ **Legal Counsel Reviewed**

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☒ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** various

I have read and understand the terms of and approve the attached contract:

Paul G. Behan
Site/Department Administrator Signature

06/10/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

AMENDMENT NO. 2 TO CONTRACT MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2020 ("Contract"), to provide Computer Equipment: Desktops, Laptops, Tablets, Servers, and Storage, including Related Peripherals and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through July 31, 2021, at the same terms, conditions, and prices.

This Amendment is effective beginning April 1, 2020, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING L.P.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____
Signature

Sadie Robbins
Printed Name

Title: Sr. Contract Manager

Date: 12/19/19

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3

By: _____

Title: Acquisition Management Specialist

Date: 1.27.2020

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative

By: _____

Date: 1/27/2020

AMENDMENT NO. 1 TO CONTRACT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. MNWNC-108, April 1, 2015, through March 31, 2017 ("Contract"), to provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services); and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Materials Management Division and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. MNWNC-108 is extended through March 31, 2020, at the same terms and conditions.

2. The Contract Vendor shall provide Computer Equipment: (Desktops, Servers, and Storage including Related Peripherals and Services) at the prices set forth on the attached Exhibit B, Pricing Schedule.

This Amendment is effective beginning April 1, 2017, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. DELL MARKETING, L.P.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: D. Wigington
Signature
Diane Wigington
Printed Name
Title: Contracts Program Manager
Date: 02/14/2017

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Andy Doran
Title: Acquisition Management Specialist
Date: 2/15/17

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: Laura J. Jarrett
Date: 2/16/2017

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

COMPUTER EQUIPMENT 2014-2020

Updated 04/01/2017

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

1. BASELINE PRICING DELL RETAIL PRICE LIST		
LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2. BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)	DELL CATEGORY	MINIMUM DISCOUNT
BAND 1 DESKTOP	A	15%
BAND 2 LAPTOP	A	15%
BAND 3 TABLET	H	4%
BAND 4 SERVER	A	13.5%
BAND 5 STORAGE	A	13.5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:		
Toner	F	1.5%
Value Latitude, OptiPlex, Workstation; Selected Products	H	4%
Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
Spare Parts, selected Dimension Brand	U, W, Z	.5%
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)	M	5.5%
CATEGORY EXCEPTIONS:		
Selected Third Party Products (software and peripherals)	X	.5%
Selected Third Party Printers	F	1.5%
4. SERVICES		
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs), other svcs	R,Z,Z1&ZS	.5%
5. LEASING		
Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.		

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. **Other Discounts provided:** For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
WITH
DELL MARKETING, L.P.
FOR
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers and Storage including Related Peripherals & Services)

To: Dell Marketing L. P.
One Dell Way
Mailstop ~~8707~~ RR1-33 Legal SM 2/26/15
Round Rock, TX 78682
1.2.3 3/3/15

Contract Vendor Administrator: Diane Wigington
Email: Diane_Wigington@dell.com
Phone: (512) 728-4805

CONTRACT NO:	MNWNC-108
CONTRACT PERIOD:	April 1, 2015, or upon final executed signatures, whichever is later
THROUGH	March 31, 2017
EXTENSION OPTION:	UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. DELL MARKETING L. P.
The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Stephanie G. Miller
Signature
Stephanie G. Miller
Printed Name
Title: Contract Manager / Senior Manager SM
Date: 16 February 2015

By: _____
Signature
_____
Printed Name
Title: _____
Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Jane Kahler
Title: Master Agreement Administrator
Date: 2/18/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: _____
Date: Original signed

MAR 03 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

TABLE OF CONTENTS

TABLE OF CONTENTS 2
SUMMARY 3
EXHIBIT A - TERMS & CONDITIONS 5
EXHIBIT B - PRICING 24
EXHIBIT B - PRICING SCHEDULE 26
EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS) 27
EXHIBIT D - WEBSITE 28
EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF) 29
EXHIBIT F - REPORTING 31
EXHIBIT G - DEFINITIONS 32

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT 2014-2019

WSCA-NASPO
COOPERATIVE PURCHASING ORGANIZATION

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

1. **BACKGROUND**. The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi–state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for:

   Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services.

   The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

   The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017 with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.

3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.

4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

   The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ $10,000 for a total purchase price of $100,000).

ITEM	CONFIGURATION*
Server	$500,000
Storage	$500,000
Desktops	$ 10,000
Laptops	$ 10,000
Tablets	$ 5,000
Peripherals	$ 5,000
Services	Addressed by each State in participating addendum

   * Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

   All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE**:
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
   c. The Solicitation including all Addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.

4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

   The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.

7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

a. clearly mark all trade secret materials at the time the information is submitted;
b. include a statement with regard to the information justifying the trade secret designation for each item; and,
c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

    RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

    A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

a. gives the responder taking the exception a competitive advantage over other vendors; or,
b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

    STATE OF MINNESOTA:
    MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
    112 Administration Bldg.
    50 Sherburne Avenue
    St. Paul, MN 55155
    651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

   Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
   a. A Participating Entity's Participating Addendum ("PA");
   b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
   c. The Solicitation including all addendums; and
   d. Contract Vendor's response to the Solicitation

   These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.

4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED.**
   7.1 Confidentiality. The parties acknowledges that they and their employees or agents may, in the course of providing the Product and Services under this Master Agreement, be exposed to or acquire information that is confidential . Any and all information of any form that is marked as confidential or would by its nature be deemed

confidential obtained in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, (c) information concerning individuals, (d) software, (e) product plans, (f) marketing and sales information, (g) customer lists, and (h) "know-how," or trade secrets, is confidential information ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by disclosing party) publicly known; (b) is rightfully furnished by the disclosing party to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in recipient party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than disclosing party without the obligation of confidentiality, (e) is disclosed with the written consent of disclosing party or; (f) is independently developed by employees, agents or subcontractor of the parties who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. The parties shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The parties shall use commercially reasonable efforts in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, parties shall advise each other immediately if they learn or have reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and shall at their expense cooperate in seeking injunctive or other equitable relief against any such person. Except as directed in writing , the parties will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement the parties shall turn over all documents, papers, and other matter in the recipient party's possession that embody Confidential Information. Notwithstanding the foregoing, the recipient party may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. The parties acknowledge that breach of this Section, including disclosure of any Confidential Information, may cause irreparable injury that is inadequately compensable in damages. Accordingly, the injured party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. The parties acknowledge and agree that the covenants contained herein are necessary for the protection of the legitimate business interests and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT**. The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

   In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**
   a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
      i. Nonperformance of contractual requirements; or
      ii. A material breach of any term or condition of this Master Agreement; or
      iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
      iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
      v. Any default specified in another section of this Master Agreement.
   b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole

discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
   i. Exercise any remedy provided by law; and
   ii Terminate this Master Agreement and any related Master Agreements or portions thereof; and
   iii Impose liquidated damages as provided in this Master Agreement; and
   iv. Suspend Contract Vendor from receiving future bid solicitations; and
   v. Suspend Contract Vendor's performance; and
   vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.

11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. **INDEMNIFICATION. DELETED SEE SECTION 2C17.**

14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17.**

15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.**

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

    If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month

on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

    The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

    Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

    The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

    Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

    a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).

    b. Detailed Sales Data. Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

       Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

    c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

    d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO

shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

A. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

B. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED.

OWNERSHIP

a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.

b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.

c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. Subject to payment in full for the products, equipment or services, the Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement. Contract Vendor will retain all right, title and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the services, and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Contract Vendor in the course of performing the services

or creating the deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Ordering Entity (collectively, the "Residual IP"), even if embedded in the deliverable.

31. **WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following:: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

    For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

    Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

33. **LIMITATION OF LIABILITY. NEGOTIATED.**

    A. CONTRACT VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. EXCEPT FOR YOUR BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY REQUIREMENTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (3) LOSS OF BUSINESS OPPORTUNITY; (4) BUSINESS INTERRUPTION OR DOWNTIME; OR (5) DELIVERABLES, DELL PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

    B. CONTRACT VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ALL PARTICIPATING ADDENDA SOURCED FROM THIS MASTER AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED THE AGGREGATE AMOUNT OF TEN MILLION DOLLARS ($10,000,000).

    C. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACT VENDOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO ORDERING ENTITY, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

34. **SERVICE AGREEMENTS. NEGOTIATED.** Contract Vendor may provide Services, Software or Deliverables to you in accordance with one or more "Service Agreements." **"Service Agreements"** are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the

foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

35. **SOFTWARE LICENSE. NEGOTIATED.** Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Contract Vendor to Purchasing Entity) is subject to the separate license agreements accompanying the Software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Purchasing Entity during the installation or use of the Software. Purchasing Entity agrees that it will be bound by such license agreement.

    Any and all licensing, maintenance, or order specific agreements referenced within the terms and conditions of this Master agreement are agreed to only to the extent that the terms do not conflict with the terms of the Participating Addendum or the Master Agreement, and to the extent the terms are not in conflict with the Participating Entities' applicable laws. In the event of conflict the terms and conditions, the Participating Addendum, and then the Master Agreement shall take precedence, as detailed in the Order of Precedence defined herein. Notwithstanding the foregoing, licensing, maintenance agreements, or order specific agreements may be further negotiated by the Contract Vendor and the potential Purchasing Entity, provided the contractual documents are duly executed in writing.

36. **EXPORT COMPLIANCE. NEGOTIATED.** Contract Vendor, Lead State and Purchasing Entities acknowledge that products (including software) sold or licensed under this Master Agreement are subject to the export control laws and regulations of the United States and other countries from which they were supplied and in which they are used and Purchasing Entity agrees to abide by those laws and regulations. Purchasing Entity warrants that any software provided by it and used as a part of the services supplied by Contract Vendor under this Master Agreement contains no encryption or to the extent that it contains encryption such software is approved for export under the relevant laws or regulations.

37. **RETURNS AND EXCHANGES. NEGOTIATED.** Contract Vendor's return policy can be found at www.dell.com/returnspolicy and applies to any returns and exchanges. Before returning or exchanging a Product, Purchasing Entity must contact Contract Vendor directly to obtain an authorization number to include with the return. Purchasing Entity must return Products to Contract Vendor in their original or equivalent packaging, and Purchasing Entity is responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. Restocking fees must be approved by the customer. If Purchasing Entity fails to follow the return or exchange instructions provided by Contract Vendor, Contract Vendor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with the original purchase. This restocking fee shall not apply in the case of Contract Vendor error.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.

2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

   Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

   Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT http://mn.gov/oet/policies-and-standards/accessibility/#.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.

4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.

5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.

6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.

8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
   a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
      Instructions for certification:
      1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.

      2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

      3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification

was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding $25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

9. CHANGE REQUESTS. The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or

amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf.

11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.

12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.

13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.

14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

    In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

    The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.

15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than

40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. **INDEMNIFICATION. NEGOTIATED.** The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action for personal bodily injury, including death, and damage to tangible personal property, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence in the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

    If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. **INTELLECTUAL PROPERTY INDEMNIFICATION. NEGOTIATED** In the event of any such claim by any third party against the Participating Entity that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Dell and delivered pursuant to this Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights (**"Indemnified Claims"**), the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

    If Contract Vendor receives prompt notice such a claim that in the Contract Vendor's opinion is likely to result in an adverse ruling, the Contract Vendor shall at its option (1) obtain a right for the Participating Entity to continue using such Products, Deliverables or Software or allow Contract Vendor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software.

    Notwithstanding the foregoing, Contract Vendor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by or on behalf of Contract Vendor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contract Vendor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contract Vendor's duty to indemnify and defend under this Section is contingent upon: (x) Contract Vendor receiving prompt written notice of the third-party claim or action for which Contract Vendor must indemnify Participating Entity, (y) Contract Vendor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's cooperation with Contract Vendor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contract Vendor to provide any greater indemnity to Participating Entity.

19. **JURISDICTION AND VENUE.** This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. **NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. **NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract,""Contract Vendor," "Master Agreement", "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. **PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security

review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. **PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. **PREFERENCE.**

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first $500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.usunder "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses** that are **majority-owned and operated by**:

(1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
(2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
(3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first $500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. **PUBLIC INFORMATION.** Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the

State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. **PURCHASE ORDERS. NEGOTIATED.** The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract. Unless otherwise expressly agreed between a Purchasing Entity and the Contract Vendor, any preprinted terms on the Purchasing Entity's purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Master Agreement or the Participating Addendum shall be binding on Contract Vendor.

30. **RIGHTS RESERVED.** Notwithstanding anything to the contrary, the State reserves the right to:
    a. reject any and all responses received;
    b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
    c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
    d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
    e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
    f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. **SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. **STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. **SURVIVABILITY.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. **TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.

2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.

3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.

4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.

5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.

6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.

8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.

9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: http://www.wnpsp.com/index.html. States and other Participating Entities can choose to purchase these packages without any signing additional documents.

10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.

11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.

13. **FREIGHT**. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order, In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.

14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.

Admin Minnesota
DEPARTMENT OF ADMINISTRATION

COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1.	**BASELINE PRICING DELL RETAIL PRICE LIST**		
	LINK: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf		
2.	**BAND DISCOUNTS – (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)**	**DELL CATEGORY**	**MINIMUM DISCOUNT**
	BAND 1 DESKTOP	A	13.5%
	BAND 2 LAPTOP	A	13.5%
	BAND 3 TABLET	H	4%
	BAND 4 SERVER	A	13.5%
	BAND 5 STORAGE	A	13.5%
	IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.		
CATEGORY EXCEPTIONS:			
	Toner	F	1.5%
	Value Latitude, OptiPlex, Workstation, Selected Products	H	4%
	Selected Promo Offers; Inspiron; Selected Latitude; SC PowerEdge; Selected Dell | EMC; Dell Branded Peripherals/Imaging: PowerConnect, Axim, Projector, Printer	S	2.5%
	Spare Parts, selected Dimension Brand	U, W, Z	5%
3.	**THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)**	M	5.5%
CATEGORY EXCEPTIONS:			
	Selected Third Party Products (software and peripherals)	X	5%
	Selected Third Party Printers	F	1.5%
4.	**SERVICES**		
	Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of Dell-branded hardware includes a one-year warranty. Customer may purchase warranty upgrades for 2, 3, 4 or 5 years for certain Dell-branded hardware as offered by Dell. For Dell standard warranty information see http://www.dell.com/learn/us/en/uscorp1/solutions/limited-hardware-warranties		
	Selected Service on Poweredge Departmental Servers; Directline Service; 4-Hr On-Site Critical Care Plus; Business Care Plus On-Site Service (all years)	O	13.3%
	On-site – Next Business Day On-site (extended yrs), Critical Care On-site Service (all yrs); other svcs	R,Z,Z1&ZS	5%
5.	**LEASING**		
	Participating Addendum may identify if and how leasing agreement terms will be conducted.		
6.	**ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.**		

a. Per Transaction Multiple Unit: Contact your Sales Representative for additional discounts for volume purchases.

Minimum Dollar Volume Associated with Single Transaction	Maximum Dollar Volume Associated with Single Transaction	Cat A only, Single Transaction, Maximum of 10 ship to Locations
$50,000.00	$99,999.99	Greater than or Equal to 1%
$100,000.00	$199,999.99	Greater than or Equal to 2%
$200,000.00	$499,999.99	Greater than or Equal to 4%
$500,000.00	$999,999.99	Greater than or Equal to 6%
$1,000,000.00	No Maximum	Greater than or Equal to 8%

b. Cumulative: Cumulative Discounts are managed at the Master Agreement Level based on total volume.

Cumulative Dell Spend "Gates"	Category A Discount (Adjustment to the Matrix)
Up to $2B	13.5%
$2B to $4B	14%
$4B to $6B	14.5%
$6B to $8B	15%
$8B to $10B	15.5%
Over $10B	16%

c. Other Discounts provided: For purchases made online via Dell.com, Dell offers an additional 0.5% per category, except for Category O. For online purchases of Category O Services, Dell will offer a 13.5% discount.

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:

   a. Band number
   b. Part # - SKU #
   c. Manufacturer
   d. Description
   e. Minimum Discount
   f. Category Code (This code will be refined during the approval process)
   g. Other fields approved by the Lead State

2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.

3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:

   a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
   b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
   c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
   d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
   e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.

2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.

   a. Baseline Price List and historic versions
   b. Approved Product and Service Schedule (PSS)
   c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
   d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
   e. Link to the WSCA-NASPO EmarketCenter
   f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
   g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
   h. Sales representatives for participating entities
   i. Purchase order tracking
   j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
   k. Additional Terms may not be posted on the Website without written approval of the Lead State
   l. Link to the WSCA-NASPO EmarketCenter if a State is participating
   m. Information on accessibility and accessible products
   n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
   o. Links to environmental certification, including but not limited to take-back/recycling programs,
   p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: http://www.sec.gov/rules/final/2012/34-67716.pdf
   q. Service options, service agreements for negotiations when allowed by a participating addendum
   r. EPEAT, Energy Star, etc.
   s. Link to Signed Participating Addendums
   t. Link to Signed Master Agreement
   u. Link to solicitation and Response

3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement #_____with _____(Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

___Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED
___Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed

___Third Party Product Addition Provide warranty Guarantee

___Marketing Approval Attach Materials for review

___Material Website Change Describe and provide link for review

___Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

Title of Requester: _____

COMPUTER EQUIPMENT
2014-2019

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR:_____

Contact Name and Email (for questions):_____

DATE:_____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

1. **OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.

2. **DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. **REQUIRED REPORTS:**

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)

MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.
Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.
Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.
BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.
BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.
BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.
~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement.~~ BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.
Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)
Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.
Components. Parts that make up a computer configuration.
Configuration. The combination of hardware and software components that make up the total functioning system.
Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at http://www.energystar.gov.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. https://www.revisor.mn.gov/statutes/?id=16C.08

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See http://www.wnpsp.com/index.html.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or **WAN.** A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

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STATE OF MINNESOTA
Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

May 7, 2021

Alyssa Sayles
Dell Marketing L.P.
One Dell Way
Mailstop RR1-33 Legal
Round Rock, TX 78682

Dear Ms. Sayles:

Please find enclosed Amendment 3 to NASPO Master Agreement No. MNWNC-108 for you to complete and return.

Using the DocuSign process, please have the attached document(s) signed and routed for the State's execution by **May 14, 2021**.

A current certificate of insurance from your insurer, in the amounts called for in the contract, is required now to complete the contract document. The insurance requirements are attached for your convenience. Please have your insurance provider send a copy of the COI electronically to Elizabeth Randa at Elizabeth.Randa@state.mn.us. No contract document will be executed with your company until the COI has been received and approved.

If the Amendment is not properly executed it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Andy Doran
IT Acquisitions Supervisor
Enclosure(s)

cc: Pamela Kunhart

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AMENDMENT NO. 3 TO NASPO MASTER AGREEMENT NO. MNWNC-108

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Dell Marketing L.P., One Dell Way, Mailstop RR1-33 Legal, Round Rock, TX 78682 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNWNC-108, April 15, 2015, through July 31, 2021 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNWNC-108 is extended through July 31, 2022, at the same prices, terms, and conditions.

This Amendment is effective beginning August 1, 2021, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. Dell Marketing L.P.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: DocuSigned by: Alyssa Sayles B63F195AB752450...
Signature

Alyssa Sayles
Printed Name

Title: Contract Administrator

Date: 5/10/2021

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: DocuSigned by: Elizabeth Randa 742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 5/14/2021

3. Commissioner of Administration

Or delegated representative.

By: DocuSigned by: Andy Doran 68D02A26D7604BA...

Date: 5/14/2021

PARTICIPATING ADDENDUM

NASPO ValuePoint Cooperative Purchasing Program

COMPUTER EQUIPMENT MASTER AGREEMENT
Minnesota Master Agreement No.: MNWNC-108

California Participating Addendum No. 7-15-70-34-003

DELL MARKETING, L.P. (Contractor)

This Participating Addendum Number **7-15-70-34-003** is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Dell Marketing, L.P. (hereafter referred to as "Contractor") under the NASPO ValuePoint Cooperative Purchasing Program Master Agreement Number MNWNC-108 ("Master Agreement") executed by the State of Minnesota.

1. Scope

A. This Participating Addendum covers the purchase of Computer Equipment under the Master Agreement for the following product bands:

Band 1 – Desktop
Band 2 – Laptop
Band 3 – Tablet
Band 4 – Server
Band 5 – Storage

B. This Participating Addendum is available for use by California political subdivisions/local governments (hereafter referred to as "Purchasing Entities"). A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Political subdivision/local government use of this Participating Addendum is optional. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Minnesota Master Agreement are consistent with its procurement policies and regulations.

D. Participating Entities may enter into lease agreements for the products covered in the Master Agreement, if they have the legal authority to enter into these types of agreements.

2. Term

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2017, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Agreement term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Agreement or this Participating Addendum.

3. Order of Precedence

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum 7-15-70-34-003
B. Minnesota WSCA-NASPO Master Agreement MNWNC-108

4. Terms and Conditions

The California General Provisions - Information Technology (GSPD401IT), revised and effective 09/5/14, is hereby incorporated by reference and made a part of this Participating Addendum. The 12 page document is available at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf.

5. Price List

Contractor shall maintain a website dedicated to this Participating Addendum which contains the Product and Service Schedule (PSS) and designated base line price list for participating entities to verify product/service pricing and applicable discounts offered under the Master Agreement.

6. Partner Utilization

A. Contractor may use Partners under this Participating Addendum for sales and service functions as defined herein. Each Purchasing Entity will determine whether use of Partners is consistent with its procurement policies and regulations.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Partners.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Partners are classified as follows:

1) "Authorized Reseller"

a. Authorized Resellers may provide quotes, accept purchase orders, fulfill purchase orders, perform maintenance/warranty services and accept payment from ordering agencies for products and associated services offered under this Participating Addendum.
b. Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.
c. All purchase documents to Authorized Resellers shall reference the Participating Addendum Number.
d. If applicable, Authorized Reseller(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

2) "Agent"

a. Agents are only authorized to provide quotes, sales assistance, configuration guidance and ordering support for products and associated services offered under this Participating Addendum.
b. Agents are not authorized to accept orders or payments.
c. If applicable, Agent(s) under this Participating Addendum will be listed on the Contractor's dedicated website.

7. Invoicing

The Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each purchase order and invoice for all purchases placed under this Participating Addendum.

8. Usage Reporting

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the WSCA-NASPO Detailed Sales report template.

B. The report is due even when there is no activity.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDWSCA@dgs.ca.gov.

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

9. Administrative Fee

A. Contractor shall submit a check, payable to the State of California, remitted to the Department of General Services, Procurement Division for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Multiple Awards Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a Purchasing Entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

10. Contract Management

A. The primary contact individuals this Participating Addendum shall be as follows:

Contractor	
Name:	Amanda Hudson
Phone:	(512) 723-6806
Fax:	(512) 283-2691
E-Mail:	Amanda_Hudson@Dell.com
Address:	One Dell Way, Mailstop RR1-33 Legal Round Rock, Texas 78682

State Contract Administrator	
Name:	Julie Matthews
Phone:	(916) 375-4612
Fax:	(916) 375-4663
E-Mail:	Julie.Matthews@dgs.ca.gov
Address:	Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

B. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

11. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

12. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Master Agreement, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating State:
STATE OF CALIFORNIA

By: CCull for JB

Name: Jim Butler

Title: Deputy Director

Date: 10/1/15

Contractor:
DELL MARKETING, L.P.

By: Amy Ivy

Name: Amy Ivy

Title: Contracts Manager

Date: 9/30/15

APPROVAL OUTSIDE VENDOR (NON-CUSD) CONTRACT

All contracts must be approved by the Board of Education

Please return this signed cover sheet and the contract to the Business Office for review **at least fourteen (14) working days prior to the next Board meeting.**

Once received and approved by the Business Office, **the contract will be returned to the requesting department and you must agendize the item for approval by the Board of Education** at their next regularly scheduled meeting.

Site/Department: Technology (IT) & Student Services

Date(s) of Contracted Service: 07/01/2021 - 6/30/2022

Contractor Name: Apple / Glendale USD Piggyback Consent

Cost *(not to exceed)*: $50,000.00

Description of Service: Authorization to use Apple Glendale USD Piggyback Consent Agreement to purchase Apple products throughout the 2021-22 school year

Contract Terms: **Prepayment Penalty:** ☐ Yes ☒ No **Auto Renewal:** ☐ Yes ☒ No

☐ **Venue for Legal Disputes Reviewed by Cabinet Member** ☐ **Legal Counsel Reviewed**

☐ **Pupil Records Rider** ☐ **New Vendor** (if checked, need W9) ☐ **Other** _____

☐ **Fingerprinting/TB Questionnaire completed** ☐ **Insurance Received**

☐ **Ratified, reason** _____

Funding Source: ☐ District ☐ ASB ☐ PTO/PTA ☐ Other _____

☐ **Fund 40** ☐ **Fund 14** ☒ **Fund 01** **Budget Source** various

I have read and understand the terms of and approve the attached contract:

Paul G. Behan
Site/Department Administrator Signature

06/10/2021
Date

☒ Reviewed by C.B.O. before being agendized. yp
initials

Board Approval Date: _____

☐ Copy sent to the Site/Department _____
Date

Piggyback Consent Form ("Consent Form") to the Education/State & Local Government Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple")

	Customer	Apple
Name of Institution: Address: City, State, Zip:	CARMEL UNIFIED SCHOOL DISTRICT PO BOX 222700 CARMEL CA 93922	Apple Inc. One Apple Park Way, Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the purchase agreements identified below ("Agreements") and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987 (CCN 4060)
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	Glendale Unified School District
Date of Agreements	10-19-2018

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that it shall be responsible and liable for any purchases made under the Agreements and for any of its actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate upon termination or expiration of the Agreements. Apple may terminate this Consent Form at any time without cause (i.e. for any or no reason) upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches or fails to perform any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and return it to contracts@apple.com. Please note that if we do not receive this Consent Form, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email contracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Trisha Dellis

Title

Interim Superintendent

Name

Date: 3.24.21

Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below.

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or **"Apple Products"** means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or **"CTO Product"** means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and **"Parties"** means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering

Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account

Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to

processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders
Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery
3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment
3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns
Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support
Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality

A. CURRICULUM & INSTRUCTION VENDOR TERMS AND CONDITIONS FOR SCHOOL YEAR 2021-2022

The following Terms and Conditions are presented for approval:

Vendor	Description	Cost (Not to exceed)
Albert Learn by Doing	Learn by Doing License Renewal	$5,874.00
BrainPOP	BrainPOP Site License Renewal for CRS, Tular, CCS & CMS	$10,345.50
Breezin' Thru	Breezin' Thru License Renewal for CMS & CHS Music Department	$1,020.00
Edpuzzle	EdPuzzle District Wide License Renewal	$6,380.00
ESGI, LLC.	ESGI License Renewal for Kinder Teachers for CRS, Tular & CCS	$1,818.00
ExploreLearning - Gizmos	Gizmos License Renewal for CMS & CHS	$5,512.50
ExploreLearning – Reflex Math	Reflex Math License Renewal for CRS, Tular & CCS	$6,981.00
Flocabulary	Flocabulary Site License Renewal for CMS	$2,600.00
Follett	Destiny Library Services Renewal District Wide	$5,212.50
Hapara	Hapara License District Wide Renewal	N/A
Houghton Mifflin Harcourt	Math 180 Interchangeable License Renewal	$3,558.29
Houghton Mifflin Harcourt	Read 180 Universal Stage B Reach Prorated Renewal	$467.55
Houghton Mifflin Harcourt	Read 180 Universal/System 44 Literacy License	$5,540.10
Houghton Mifflin Harcourt	Waggle Renewal & CMS Webinar	$1,280.00
Illuminate Education	Illuminate 3 Year Platform Renewal District Wide	$37,781.22
Imagine Learning	Imagine Math Site and Facts Licenses	$28,000.00
LanguageNut	World Languages & ESOL subscription for CRS, Tular and CCS	$1,785.00
Learning A-Z	License Renewal for Raz-Kids and Vocabulary A-Z for CRS, Tular & CCS	$23,292.00
Mind Research Institute	ST Math License Renewal for CRS, Tular & CCS	$12,376.00
Mystery Science	Mystery Science Renwal for CRS, Tular & CCS	$3,747.00
Paper	Paper Education Tutoring Renewal CMS & CHS	N/A
Project Lead the Way	STEM Curriculum License Renewal	N/A
Read Naturally	Read Naturally License Renewal for CRS, Tular & CCS	$1,840.00

Renaissance	Accelerated Reader, Star Reading, Star Early Literacy and Star Math Subscription Renewal for CRS, Tular & CCS	$19,208.20
Screencastify	Screencastify District Wide Renewal	$3,450.00
Seesaw	Seesaw for Schools Subscription for CRS, Tular & CCS	$2,475.00
Senor Wooly	PRO Annual License for CRS & Tular	$285.00
Tools of the Mind	CCS Basic Subscription	$200.00
Turnitin	Turnitin License Renewal for CMS & CHS	$9,262.50
TypingAgent	Typingagent License Renewal for CMS & CHS	$1,920.00
WeVideo	WeVideo for Education annual subscription	$6,990.00

Terms of Use

Albert has been certified by iKeepSafe for compliance with FERPA and California student data privacy and security standards.

Welcome to www.albert.io (the “Site”), an online platform that provides educational products and services (the “Services,” and together with the Content (defined below) and the Site, the “Platform”), including, without limitation, educational tests, exercises, tools, content and other materials (“Content”) for individual users and educational institutions (collectively, “Users”). The Platform is operated by Learn By Doing, Inc. (“us,” “we,” or “Albert”), except and unless otherwise indicated.

PLEASE READ THE FOLLOWING CAREFULLY: BY ACCESSING OR OTHERWISE USING THE SITE, YOU (“YOU” OR “USER”) AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, WHICH INCLUDE OUR PRIVACY POLICY (FOUND HERE: https://www.albert.io/privacy) (“PRIVACY POLICY”) AND ANY OTHER RULES OR GUIDELINES THAT WE POST FROM TIME TO TIME (COLLECTIVELY, THE “TERMS”). IF YOU DO NOT AGREE TO ALL THE TERMS INCLUDED HEREIN, THEN YOU MAY NOT ACCESS OR USE THE PLATFORM.
IF YOU ARE UNDER THE AGE OF 13 (OR ARE OTHERWISE UNABLE TO ENTER INTO A CONTRACT), THEN YOU NEED TO GET YOUR PARENT OR GUARDIAN (USUALLY YOUR MOM OR DAD) TO GIVE US PERMISSION FOR YOU TO USE THIS SITE.

IF YOU ARE A PARENT OR GUARDIAN AND YOU GIVE US PERMISSION FOR YOUR CHILD (OR MINOR) TO REGISTER WITH THE SITE AND USE THE PLATFORM, THEN YOU AGREE TO BE BOUND BY THESE TERMS AS THEY RELATE TO YOUR CHILD’S USE OF THE SITE AND THE PLATFORM.

If you do not agree to abide by these or any future Terms, do not use or access (or continue to use or access) the Service or the Site. References to “use,” “access,” or “permission” (to use or access) the Platform refers to use, access, or permission to use or access the Platform in any way and to any extent.

RESTRICTED ACCESS
As mentioned above, in accordance with the Children’s Online Privacy Protection Act (“COPPA”), if you are under the age of 13, you are not permitted to use the Platform without parental consent and an active school license. If you are a teacher or school

administrator, you must collect parental consent before enrolling students under the age of 13 in Albert classes. Please review our Privacy Policy for more details.

If you believe, for any reason, that we have obtained any information from or about a User age under the age of 13 that has not been provided in compliance with these terms and our Privacy Policy, please contact us immediately at hello@albert.io.

YOUR ACCEPTANCE OF THE TERMS

These Terms constitute a binding legal agreement between you and Albert outlining your legal rights, obligations, and remedies arising from your use of the Platform. Our Privacy Policy (https://www.albert.io/privacy) provides information concerning our collection and use of your personal information, the terms of which are incorporated into these Terms. These Terms apply to anyone who accesses or uses the Platform. By using the Platform you are indicating your acceptance of the Terms and Privacy Policy, including any dispute resolution, arbitration, limitation of damages, and choice of law provisions.

We reserve the right to make changes at any time to the Platform and/or these Terms. Any modifications to the Terms will be effective upon posting, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform. Your continued use of the Platform following the posting of any revised Terms will constitute acceptance of the modified Terms, including those modified Terms that you accepted through your affirmative consent.

If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority and are able to form this contract binding your employer, or the applicable entity, to these Terms; (ii) you have read and understand these Terms; and (iii) you agree, on behalf of the party that you represent, to these Terms.

USER ACCOUNTS

You must register for an account in order to gain access to and use certain parts of the Platform. You must provide true, accurate, current, and complete information when using the Platform, including when registering your account. You are also responsible for making sure this information remains current and up-to-date during your use of the Platform. You may not use, or register for, the Platform if your account has been previously suspended or removed by Albert.

When creating an account, you will be asked to provide a password. You are responsible for any activity under your account, so you must maintain the confidentiality of your password in order to prevent unauthorized access to, or use of, your account. If you believe that your account has been compromised and susceptible to unauthorized access or use (e.g., in the event of a loss, theft, or unauthorized disclosure or use of

your account ID or password), then you must notify us at hello@albert.io. You may be liable for the activity that occurred under your account (including any losses incurred by Albert or others) due to any unauthorized use of your account.

By using, or registering for, the Platform, you represent that you have not been previously suspended or removed from the Platform and that your registration and your use of the Platform is in compliance with any and all applicable laws and regulations.

The Platform is not available The Site is not available to (a) any user previously suspended or removed from the Platform by Albert or (b) any person under the age of 13 [or under the age of consent in the state in which you reside] whose registration has not been approved by a parent or legal guardian. By using or registering an account for the Services, you represent (a) that you have not been previously suspended or removed from the Services by Albert; (b) that you are either (i) at least 13 years of age [or are of the age of consent in the state in which you reside] or (ii) your parent and/or guardian has consented to your use of the Platform; and (c) that your registration and your use of the Services is in compliance with any and all applicable laws and regulations.

Child Users. If you are under the age of 13 (“Child User”) [or are under the age of consent in the state in which you reside (“Minor User”)], you may not use, or register to use, the Platform unless and until you have consent and approval from your legal parent or guardian. A Child User’s [or Minor User’s] registration process will be restricted until a parent or legal guardian consents to use of the Platform and assumes responsibility for the Child User [or Minor User] account.

Additionally, a Child User [or Minor User] may use the Platform if registered through certain educational organizations or, in certain cases, by Educator Users (as defined below) that have entered into a relationship directly with Albert and through which education organization or Educator User the legal parent and/or guardian of such Child User has consented to use of the Platform. Further, in certain instances, a Child User [or Minor User] may use our Platform via one of the third party applications that integrate into or with the Platform. A Child User [or Minor User] that has registered through such external educational organizations, third party applications, or Educator Users will only be permitted to use the Platform for so long as Albert reasonably believes that such access has been consented to by the Child User’s [or Minor User’s] parent or guardian.

Educator Users. We may make available features and tools that permit certain Users (such as, for example, representatives of school districts, schools, and teachers) to work with students (collectively, the “Student Users,” and individually, a “Student User”) and other Users through the Platform in order to provide such Student Users and other Users with educational services, and to review and evaluate educational performance

and progress of such Student Users (each an “Educator User”). If you are an Educator User, you must use Albert’s teacher registration process when registering accounts on the Platform. IF YOU ARE A EDUCATOR USER AND YOU REGISTER AN ACCOUNT FOR A CHILD USER [OR A MINOR USER], YOU REPRESENT AND WARRANT THAT YOU HAVE RECEIVED EXPRESS CONSENT FROM SUCH CHILD USER’S [OR MINOR USER’S] PARENT OR LEGAL GUARDIAN FOR YOU TO REGISTER THE CHILD USER [OR A MINOR USER] FOR THE SITE AND FOR YOU TO PROVIDE TO ALBERT THE INFORMATION YOU DISCLOSE IN CONNECTION WITH THE REGISTRATION OF SUCH CHILD USER [OR A MINOR USER]. WITHOUT LIMITING THE FOREGOING, YOU FURTHER AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF SUCH CHILD USER [OR A MINOR USER], INCLUDING WITHOUT LIMITATION BEING LIABLE FOR ALL USE OF THE SITE BY THE CHILD USER [OR A MINOR USER]. You hereby agree to indemnify, defend and hold harmless Albert against any and all claims, losses, liabilities and expenses (including reasonable attorneys’ fees) arising out of or related to (a) your violation of any provision, representation or warranty in these Terms; (b) the use of the Platform by the Child User [or Minor User]; (c) your failure to obtain sufficient parental or legal guardian consent; (d) your registration of the Child User [or Minor User], or (e) any other action related to the Child User [or Minor User].

Integrated Services. Albert may allow you to register for the Platform through certain third party websites or networks, such as Google, Facebook, and Clever (each an “Integrated Service”). Albert may also allow you to associate your account with an Integrated Service. If you register through, or associate with, an Integrated Service, you agree (i) that Albert may access your account information from such Integrated Service, (ii) to abide by any and all rules and policies, including terms and conditions and privacy policy, of the Integrated Service while using the Platform through, or associating with, the Integrated Service, (iii) that the Integrated Service is a Third-Party Software (as defined below), and (iv) that you are solely responsible for your interactions with the Integrated Service as a result of using the Platform through, or associating with, the Integrated Service. Albert does not control the practices of third party, including any Integrated Service, so you are responsible for reading and understanding the applicable policies and rules, including the privacy policy and terms and conditions, of any Integrated Service that you use.

RESPONSIBILITIES OF USE

You acknowledge and agree that your use of the Platform is subject to applicable federal, state, and local laws. You are entirely responsible for your use of the Platform, including but not limited to communications with other Users and abiding by any and all applicable laws during such use. Further, you indemnify, hold harmless and will defend us against any and all damages, losses, costs and other expenses related to claims and other actions against us as a result of your use of the Platform.

You agree you will not interfere, in any way, with any other User's use of, or access to, the Platform and will not attempt to gain unauthorized access to the account or computer system of any other User. You further agree not to take any other action in connection with your use of the Platform with respect to another User which violates any law or regulation and to fully comply with all applicable laws and regulations in your use of the Platform as pertaining to other Users.

USER LICENSE

For your use of the Platform, Albert grants you a limited, personal, non-transferable, non-exclusive, revocable license to use the Platform in accordance with your agreed upon level of use, access, and permissions. This limited license can be revoked at any time for any reason. You acknowledge and agree that it is your responsibility to inform us immediately if you are granted use, access, or permission rights exceeding the level of use, access, and/or permissions to which you are entitled.

Without limitation of the foregoing, your limited license to use and access the Platform is granted strictly according to the prevailing restrictions at the time of registration, subject to change from time to time, with or without notice, unless required by applicable law; provided, however, that changes to these Terms will be binding on you from the date such changes are posted and thereafter (as well as any applicable subsequent changes) or, if required by applicable law, from the date you affirmatively consent to such changes. In the event of change(s) of these Terms, to the extent that you remain an active User, we will also notify you via email of such change(s), which email will contain information relating to the effective time of such change(s) to these Terms.

Albert may terminate your membership, remove any content or information that you have posted on the Platform and/or prohibit you from using or accessing the Platform for any reason, or no reason, at any time in its sole discretion, with or without notice.

Albert does not offer refunds on purchases with respect to being able to access and use the Platform. We may, at our sole discretion, issue refunds if we determine appropriate. Refund requests may be sent to hello@albert.io.

USER CONDUCT

You understand that the Platform is available for your personal, non-commercial use only. You understand that Content includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content.

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Platform will violate or infringe upon the rights of Albert or any third party, including copyright,

trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

The Platform includes information regarding Albert and the Services and Content (which includes, without limitation, text, images, data, illustrations, files, audio, videos, designs, documents, and other materials and content). The Services and Content are proprietary to us. The Platform also includes links to other third party websites or content owned by us. You may only download, view, copy and print information, materials, and any other aspect of this Site according to the directions and instructions on the Site and (i) solely for your personal, informational purposes; and (ii) provided that neither the materials nor any proprietary notices or disclaimers therein are modified or altered.

You shall retain all title to and ownership of and all proprietary rights with respect to any content you create, and shall be solely responsible for its use thereof. You are also responsible for securing and backing up any such content and your Personal Data. Unless prohibited by applicable law, Albert retains ownership in any Usage Data (excluding any Personal Data). To the extent you retain ownership of Usage Data under applicable law, you hereby grant Albert a worldwide, royalty-free, and non-exclusive license to access and use your Usage Data for the sole purpose of enabling Albert to provide the Platform, and for the limited purposes set forth in Albert Privacy Policy. You also permit Albert to use your Personal Data as set forth in our Privacy Policy.

You agree to access the Site through a web browser, and specifically agree not to use any third party applications to access the Platform. You further agree that you will not use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Platform. You agree not to take any other action that imposes an unreasonable or disproportionately large load on the Platform. Except as expressly provided herein or elsewhere on the Site, you may not use, download, upload, reproduce, copy, duplicate, print, display, perform, republish, sell, license, post, transmit, disseminate, redeliver using “framing technology,” otherwise distribute, or commercially exploit in any way the Site or any portion thereof or any information or content on the Site, without the prior written permission of Albert. In addition, you agree not to link to any page of the Site other than the home page located at www.albert.io.

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THIRD-PARTY WEBSITES AND CONTENT

The Platform may contain links (or send to you through the Platform) to other websites ("Third-Party Sites") as well as applications, software, text, graphics, pictures, music, sound, video, articles, photographs, and other content belonging to or originating from third parties ("Third-Party Content"). The Company makes no warranty regarding the accuracy, appropriateness, or completeness of such Third-Party Content and is not responsible for any Third-Party Sites accessed through the Platform or any Third-Party Applications posted on, available through, or installed on the Platform. Inclusion of, linking to, or permitting the use or installation of any Third-Party Site, Third-Party Content, or Third-Party Applications (collectively, "Third-Party Software") does not imply endorsement by Albert. If you decide to leave the Platform and access Third-Party Software (or you access Third-Party Software while on or engaged with the Platform), you do so at your own risk and agree to fully indemnify, hold harmless, and defend us against any and all damages, losses, costs, and other expenses related to claims and other actions against us as a result of your use of, or access to, Third-Party Software.

SUBMISSIONS

You acknowledge and agree that any information and data generated by your use of the Platform (excluding Personal Data) are non-confidential, except as required by applicable law, and shall become the sole and exclusive property of Albert, except as required by applicable law. We shall be entitled to the unrestricted use and dissemination of this information and data (excluding any Personal Data) for any purpose, commercial or otherwise, without acknowledgment or compensation to you, except as required by applicable law.

DIGITAL MILLENNIUM COPYRIGHT AGENT

For purposes of the Digital Millennium Copyright Act ("DMCA"), we have designated an agent for notices of claimed infringement. If you have any objections governed by the DMCA, please contact the agent listed under the Section entitled "Contact Information" below. We provide this contact information for purposes of the DMCA only and reserve the right to respond to communication that is relevant for this purpose.

Contact Information: If you wish to contact us regarding (i) information on our products and services, (ii) permission to reproduce or use any Content on the Site, (iii) notices of claimed infringement under the DMCA, or (iv) any other reason, please contact:

Attn: DMCA Agent

Learn By Doing, Inc.

233 N Michigan Ave, Ste 1440

Chicago, IL 60601

Phone: (800) 554-8115

Email: hello@albert.io

DISCLAIMERS

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Albert assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, your (or any User’s) communications. We will not be responsible for any loss or damage, including any loss or damage to any User resulting from anyone’s use of, or access to, the Platform or Third-Party Software.

LIMITATION ON LIABILITY

To the maximum extent permitted by applicable law, in no event will Albert, or Albert‘s directors, officers, shareholders, employees, agents, representatives, suppliers and licensors, be liable for any indirect, special, incidental, consequential, or punitive damages arising out of the use of, or inability to use, or access to, the Platform or Third-Party Software, including, without limitation, work disruptions, incomplete work, damages for loss of goodwill, computer failure or malfunction, or any and all other personal or commercial damages or losses, regardless of the legal or equitable theory (contract, tort, breach of warranty or otherwise) upon which the claim is based. Albert is not responsible for any liability arising out of the Platform or any material linked through the services.

Furthermore, you acknowledge and agree that any damage caused to our, or a User's computer system, as a result of using the Platform or downloading material from the Platform is at your own risk and/or your own responsibility.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Albert, and its directors, shareholders, officers, agents, affiliates, representatives, and employees, from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees, arising out of or in connection with your use of the Platform, any Third-Party Software, and your conduct in connection with the Platform or with other users of the Platform.

MODIFICATIONS TO TERMS OF USE; POSTING OF CHANGES

With the exception of our Privacy Policy and for changes that, under applicable law, require your affirmative consent, Albert may at any time, change, modify, add, or delete portions of these Terms at any time without further notice. If updated, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms, unless applicable law requires your affirmative consent, in which case, we will require such affirmative consent the next time you access the Platform.

GOVERNING LAW

By visiting or using the Platform, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms and any dispute of any sort that might arise between you and Albert.

ENTIRE AGREEMENT

These Terms supersede any prior agreements and constitute the entire agreement between you and Albert regarding the use of the Platform. The failure of Albert to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms shall continue in full force and effect.

If Albert is involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of a bankruptcy, Users will be notified via email of any change in ownership. In such a case, a successor entity will assume Albert's responsibilities and obligations herein.

Quote # 33062

Carmel High School
Michelle Mahaney
mmahaney@carmelunified.org
8316241821
3600 Ocean Avenue
Carmel-by-the-Sea, CA
93923

Learn By Doing, Inc.

ALBERT

Details

Created:	04.29.21
Sent from:	schools@albert.io
Sent to:	mmahaney@carmelunified.org
Due:	30 days from invoice date
Amount:	$5,874.00

Products

Description	Qty	Code	Unit price	Tax	Price
2122 License Seats	550	2122-LS	$0.00	--	$0.00
2122 License Cost	1	2122-LC	$5,874.00	--	$5,874.00

Subscription & Payment Terms

Subscription Length: Albert licenses run from July 1 to June 30.

All 2020-2021 Albert licenses end 07/01/2021.
All 2021-2022 Albert licenses end 07/01/2022.

If you have any questions or concerns, contact schools@albert.io.

Payment Terms:

Net 30 from Receipt of Invoice

If your school is tax-exempt for SAAS products, please email your tax-exempt certificate and a W9 to hello@albert.io. **Purchase orders, checks and credit card payments cannot be processed until the proper paperwork is shared.**

Purchase orders should be signed and made out to Learn By Doing, Inc. and sent via **Email** (schools@albert.io), **Fax** (312-313-2667), or **Mail** (P.O. Box 3465 Chicago, IL 60654)

Payment Methods:
Check
All checks payable to Learn By Doing, Inc.
P.O. Box 3465
Chicago, IL 60654

Credit
Please click 'Pay Invoice' at the bottom of the electronic invoice page, or call 312-470-2290 ext. 4

Wire/ACH
Beneficiary Bank Routing: 071000013
Beneficiary Bank Account Number: 796286297
Beneficiary Bank: JP Morgan Chase
Swift Code: CHASUS33

Subtotal:	$5,874.00
Total:	**$5,874.00 (USD)**
Amount Due:	**$5,874.00 (USD)**

Contract Terms & Conditions

Learn by Doing, Inc. Terms of Use
As of June 1, 2016

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Last updated on June 15, 2020

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BrainPOP
71 W 23rd St., 17th Fl.
New York, NY 10010
Phone: 212.574.6000
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THE CONTENT; SUBMISSION OF USER CONTENT AND USE OF OUR SERVICES

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Adult-facing pages of our Services websites may also provide links to social plugins and third party sites that have separate privacy policies and procedures; by clicking through to them, you are subject to their rules and policies. The use of these social media plugins is optional and leads to user-generated content. We are not responsible for information, content, terms of use, or privacy policies at these social networks or third party sites.

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USER CONTENT

Student Records:

Student Records are records that are directly related to a student and maintained by BrainPOP on behalf of a school or district subscriber. Each school or district has access to a user-friendly administrator dashboard that allows direct control over the Student

Records at all times. The administrator(s) appointed by the school or district can create, update, review, modify, and delete individual accounts, and monitor logins within the individual accounts. We will solely use the Student Records for the purpose of providing and enhancing teacher and student use of the Services.

For more information about Student Records, see our **Privacy Policy (https://www.brainpop.com/about/privacy_policy)**.

Other User Content:

Certain functionalities within adult-facing pages of our Services may allow you to submit, upload, post, or create (collectively "submit") certain types of content ("User Content"). Except for Student Records as defined in our Privacy Policy, you acknowledge and agree that we do not guarantee any confidentiality with respect to any User Content you submit. You shall retain all ownership rights to and shall be solely responsible for your own User Content and the consequences of submitting and publishing such User Content. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to create and publish any User Content you submit. You may not upload or post any User Content on our Services that infringes the copyright, trademark or other intellectual property rights of a third party nor may you upload User Content that violates any third party's right of privacy or right of publicity. You may upload only User Content that you are permitted to upload by the owner or by law.

By submitting any User Content other than Student Records as defined in our Privacy Policy, you grant us a worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and freely transferable license to use, publish, reproduce, distribute, disseminate, copy, prepare derivative works of, and display, in whole or in part, the User Content, without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content, and you hereby waive any claim to the contrary. You acknowledge and agree that such User Content may be utilized by our users in various ways over which we do not have any control and you expressly release us from any claims with respect to any use of User Content by any third parties.

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USER ACCOUNT

Certain content and functionalities of the Services require registration in order to be able to enjoy such content and functionalities. We reserve the right to decide which content and functionalities require registration or will require registration in the future. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You agree to notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password. You are entirely responsible for any and all activities which occur under your user account. You agree to immediately notify us of any unauthorized use of your user account or any other breach of security known to you.

If you provide any information that is untrue, inaccurate, or incomplete (including but not limited to falsely self-identifying), or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account and refuse any and all current or future use of our Services.

In the course of the registration process to certain features or products in our Services, you may be entitled to upload a profile picture to your account. The profile picture you upload may not contain nudity, obscenity, sexually explicit material or contain images of people which have not given you a prior written permission to use their image.

STUDENT ACCOUNTS

Our individual accounts system allows you to create student accounts. If you are an educator, you warrant and represent that you are authorized to use our Services with your students on behalf of your school and/or district.

If you are a school, a district or an educator using the individual accounts on behalf of your students, including in a free trial, you warrant and represent that you are authorized to act on parents'/guardians' behalf or that you have obtained consent from parents or guardians of your students in accordance to the laws governing your jurisdiction.

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School Combo 24/7	Renewal	2	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Español and Français.		3,250.00	6,500.00
Reference		1	The above represents access for Carmel River Elementary and Tularcitos Elementary			
Small School Combo 24/7	Renewal	1	Unlimited 12-month access to over one thousand standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP and BrainPOP Jr. Also includes access to BrainPOP Español and Français. Special rate for school enrollment under 200 students.		2,600.00	2,600.00
Reference		1	The above represents access for Captain Cooper elementary (52 students enrolled)			
School BP 24/7	Renewal	1	Unlimited 12-month access to over 800 standards-aligned topics to build background and deepen learning across your curriculum, SEL-themed topics, and embedded creative and computational projects on BrainPOP. BrainPOP for (1) School: Carmel Middle School		2,395.00	2,395.00
Subtotal						11,495.00
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Breezin' Thru Inc. Privacy Policy & Terms of Service

1. Who We Are

Breezin' Thru Inc. provides two online programs for learning music theory and composition, Breezin' Thru Theory and Breezin' Thru Composing. Breezin' Thru Inc. is committed to protecting your privacy and providing a safe online experience for all. The websites, BreezinThru.com, BreezinThruTheory.com and BreezinThruComposing.com are owned and operated by Breezin' Thru Inc.

2. Breezin' Thru Student Records and Assessment

Breezin' Thru Theory's auto assessed drills are a formative type of assessment. Students are encouraged to try again until they have 100% before they submit results. It's all about drill and practice, and that is the only data we collect.
We separately provide printable summative & diagnostic tests for teachers to use and administer to their students, but **no data on summative/diagnostic assessment is ever collected or stored by us.**

3. Privacy

a. Breezin' Thru does not collect or store student email addresses, phone numbers, or other personal or sensitive information.
b. For students 13 and older, if a teacher selects to use the Access ID option, they may also select a setting that allows students to activate and retrieve their ID with an email address. These email addresses are NOT stored by Breezin' Thru, and under no circumstances is data of any kind shared with any third party.

4. Login Process

a. All school purchases come directly from the school, teacher or district representative. We do NOT have any contact with students.
b. Teachers and students access Breezin' Thru via our website.
c. We create and provide teachers with 2 login accounts. One that is used by the teacher(s) and another one that is universal and used by all students.
d. Teachers set up "course names" so that when students go to login into Breezin' Thru, they enter the universal "Breezin' Thru" student login, and choose a class name which has been set up by the teacher.
e. If the district policy does not want student names to be used, teachers can select the setting that directs students to have an Access ID created.
f. Student Access IDs are set up the first time students log in and do not require an email address. They can be retrieved if forgotten, from the teacher.
g. Teachers however, may select the option to have students aged 13 and older, use their email address to retrieve their access ID. Student email addresses are never stored by Breezin' Thru.
h. Student drill results are housed on our secure server and not shared with any third party.

5. Terms of Service

Breezin' Thru® will be used under the following conditions:

1. The student log in code is used solely by the institution's subscribing students.
2. Subscribing students may access and use it per the description outlined in the plan purchased by the institution.
3. Teachers can access the resources at any time for lesson prep and student tracking.
4. Teachers may not share the teacher access code with any student or anyone else.
5. Permission is not granted to post files or login information on a public website.
6. Permission is not granted to reproduce or use any materials after the subscription end date.

6. Our Server

Breezin' Thru Inc. has a secure, dedicated managed server hosted at Korax in Toronto, ON Canada. This is their web address http://www.korax.net/about/?t=company
Breezin' Thru does NOT store any sensitive information such as student email addresses or credit card information.

Breezin' Thru Inc.
471 Woburn Avenue
Toronto ON M5M 1L6
Canada
Phone: 1-855-265-3805 toll free

ESTIMATE

Music Theory & Composition Curriculum for Gr. 4-12

Carmel Unified School District
Michelle Mahaney
3600 Ocean Ave.
Carmel CA 93923
United States

Estimate #:	BTT 1476
Date:	April 29, 2021
Estimate Total (USD):	$1,020.00

To view your estimate online » Go to: https://breezinthrutheory.freshbooks.com/view/zp4VASuxqfEEsrt

Item	Description	Unit Cost ($)	Quantity	Price ($)
BTTSubscription (PERFORMER)	PERFORMER PACKAGE Subscription to Breezin' Thru Theory 2021-22 Edition RENEWAL: For Tom Lehmkuhl, Director of Choral Music, Carmel High School and his students, for the school year 2021-22 Teacher access is free _____	10.00	60	600.00
BTT Subscription (Jr)	JR PERFORMER PACKAGE Subscription to Breezin' Thru Theory 2021-22 Edition RENEWAL: For Tom Lehmkuhl, Director of Choral Music, Carmel Middle School and his students, for the school year 2021-22 Teacher access is free _____	6.00	70	420.00

NOTES: This is a quote for Tom Lehmkuhl at Carmel Middle & High School
From:
Breezin' Thru Inc.
471 Woburn Avenue
Toronto, ON M5M 1L6

Phone 1-855-265-3805 (Toll Free)
Fax: 416-789-4731
Email: jmcken@breezinthrutheory.com
Contact Person: Jean McKen

	Subtotal:	**1,020.00**
	Estimate Total (USD):	**$1,020.00**



Overview

Last Updated Oct. 7th: Due to the recent decision by the Court of Justice of the European Union invalidating Privacy Shield, Edpuzzle has updated its Privacy Policy to add the relevant Standard Contractual Clauses ("SCC") as a transfer mechanism for personal data being transferred out of the European Economic Area, Switzerland, and the United Kingdom to the United States. This update is solely to address the recent developments for GDPR compliance and does not give Edpuzzle any additional rights over your data, and you do not need to take any action.The following are the terms of service (“Terms of Service” or the "Agreement") that define the relationship between EDpuzzle, Inc. (operating as Edpuzzle (“Company,” “Edpuzzle,” “we,” or “us”)) and you, and govern your use of Edpuzzle’s services.We have done our best to write these conditions in simple, clear terms.

Agreeing to Our Terms

Thank you for your interest in Edpuzzle, which owns and operates the services offered on edpuzzle.com (“Edpuzzle Website”) and any associated applications (“Edpuzzle Apps”) or products and services (e.g. the "Edpuzzle Blog") that the Company may provide now or in the future (collectively, the “Service” or "Services").When using the Service, you will also be subject to the Edpuzzle Privacy Policy and any published guidelines, policies or rules applicable to our website or apps, which may be posted at any time (collectively the “Guidelines”). These Terms of Service and our Privacy Policy, including any other Guidelines and future modifications (collectively, the “Agreement”), govern your use of the Service and are a legal contract between you and Edpuzzle. By signing up for an account on, or otherwise accessing or using the Edpuzzle Service, you acknowledge that you have read and agree to be bound by this Agreement. If you are using the Service on behalf of a school, institution, company or organization that has a separate written agreement with Edpuzzle, that agreement shall govern your use of the Service, and all matters not covered by said agreement will be subject to our Terms of Service and Privacy Policy.If you are entering into this Agreement on behalf of a company, institution or other legal entity, you acknowledge that you have the authority to bind said entity to these terms and conditions, in which case the terms “you,” “your” or “Member” shall refer to said entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not use the Service, and Edpuzzle shall not be responsible for any use you make of the Service without

the pertinent authorization.EDUCATIONAL INSTITUTIONS UTILIZING THE SERVICE ARE RESPONSIBLE FOR MONITORING THE RIGHTS AND INTERESTS OF THEIR STUDENTS AND MUST THEREFORE TAKE SPECIAL CARE IN THE REVIEW OF THIS AGREEMENT. EDUCATIONAL INSTITUTIONS SHALL BE RESPONSIBLE FOR OBTAINING, WHERE APPLICABLE, PERTINENT CONSENT FROM PARENTS, LEGAL GUARDIANS OR ELIGIBLE STUDENTS PRIOR TO UTILIZING THE SERVICE. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY NEGLIGENCE OF THE EDUCATIONAL INSTITUTION IN THE REVIEW OF THIS AGREEMENT OR THE OBTAINMENT, WHERE APPLICABLE, OF THE NECESSARY PARENTAL CONSENT.

Privacy

Your privacy is extremely important to us, and we take great care to limit what we collect and how we use it, and to help you understand our policies. Please read our Privacy Policy, which explains how we treat your personal information and protect your privacy when you use our Service. By using our Service, you agree that Edpuzzle can use such data in accordance with our Privacy Policy.

Sign-up and Security

As a condition to using the Service, you may be required to create an account with Edpuzzle and select a password and username or provide additional contact information . You must provide Edpuzzle with accurate, complete, and updated personal information.You may not select or use the name of another person with the intent to impersonate that person. You will not provide any false information or create an account for anyone other than yourself without permission. We reserve the right to refuse to create an account or to delete an account at our discretion. You shall be responsible for maintaining the confidentiality of your password and will not share your account with anyone or let anyone else access your account. You may not transfer your account to anyone without the express prior written consent from Edpuzzle.You affirm, acknowledge and pledge that all the information you submit when creating an account is truthful and accurate.

Using the Service

As long as you are complying with all of the terms and conditions of the Agreement, Edpuzzle gives you permission to access and use the Service that you select through the applicable sign-up process. The Service is available for your personal, non-commercial use.We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether if, for example, you do not comply with this Agreement or if we are investigating suspected misconduct. You can stop using our Service at any time, although we will be sorry to see you go. We may also stop providing the Service to you, or add or create new limits to our Service or restrict your access to all or a part of the Service at any time without notice or liability. Access to and use of the Service itself is currently free, but in the future, we may offer new or additional special features which Edpuzzle may charge for.The right to access and use the Service is revoked in jurisdictions where it may be prohibited, if any exist.EDPUZZLE IS UNDER NO OBLIGATION TO PROVIDE ITS SERVICES. IT IS

THE SOLE RESPONSIBILITY OF THE TEACHER, EDUCATIONAL INSTITUION OR ORGANIZATION TO BE PREPARED TO CONDUCT ANY TEACHING AND/OR TEACHING-RELATED ACTIVITIES WITHOUT ACCESS TO THE EDPUZZLE SERVICE.

Your Pledge

You affirm, acknowledge and agree that you will not provide any User Submissions (content you create using the Service) or otherwise use the Service in a manner that (i) infringes, violates or misuses another's intellectual property rights, rights of publicity or privacy, or other rights; (ii) violates any international, federal, state or local law, statute, ordinance or regulation or which would render the Company in violation of any applicable laws or regulations (iii) is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable; or (iv) jeopardizes the security of your account in any way, such as allowing someone else access to your account or password. Additionally, you affirm, acknowledge and agree that you possess all the rights necessary to provide your User Submissions and grant the Company the above rights.

Your Information and Content

In the course of using the Service, you and other users may provide or post certain content or information which Edpuzzle may use in connection with the Service and which may be visible to certain other users ("User Submissions"). Please review our Privacy Policy for additional information on the types of information different kinds of users are able to provide. Additionally, when the Service is utilized by an educational institution managing student "Educational Records," some User Submissions may be deemed part of said education records (as defined in the "FERPA and Student Data" section below).You retain all ownership rights for any User Submissions. Edpuzzle does not claim any ownership rights over User Submissions. Nevertheless, if your educational institution, company or organization has purchased a Pro Upgrade and granted you access to Edpuzzle's Pro features, it is possible that your institution, company or organization owns all intellectual property rights inherent to your content, depending on the contents of your employment agreement or the organization's internal regulations. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE BY YOUR EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AS TO THE OWNERSHIP OF CONTENT ASSOCIATED TO YOUR ACCOUNT, AND ANY CLAIMS IN THAT REGARD SHOULD BE DIRECTED TO THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION AND NOT EDPUZZLE.In order to allow Edpuzzle to provide the Service, you hereby grant us a limited, non-exclusive, sublicensable (as necessary to perform the Service), worldwide, royalty-free, and transferable (only to a successor) right and license to:

- use, copy, store, distribute, publicly display, modify, and create derivative works (such as changes we make so that your content works better with our Service) from such User Submissions as necessary to provide, improve and

make the Service available to you and other users, including through any future media in which the Service may be distributed;

- use and disclose metrics and analytics regarding the User Submissions in an aggregate or other non-personally identifiable manner (including, for use in improving our service or for marketing and business development purposes);
- use any User Submission (including any Education Record) that has been de-identified for any product development, research or other purpose; and
- use for other purposes permitted by the Edpuzzle Privacy Policy.

You are responsible for making sure that you have all the rights for your User Submissions, including the rights necessary for you to grant us the aforementioned licenses to the User Submissions.The above license (i) will terminate when you delete any User Submissions with intellectual property rights (“IP content”), like photos or videos, you or your institution (as defined below) deletes an Education Record, you delete any personal information, or you delete your account, unless your content has been shared with others and they have not deleted it, or your content is part of an Education Record still under the control of your institution (e.g., co-teaching). If you would like to delete any videos that may contain personal information regarding your identity, please review the "How Do I Delete My Account?" section of our Privacy Policy and follow the steps to request deletion.Edpuzzle will not heed any deletion requests of "teacher accounts" or "teacher content" made by the educational institution, company or organization, as this should be handled by the educational institution, company or organization itself in accordance with its internal regulations or teacher employment agreements.Additionally, when you delete IP content, Education Records, or personal information, it is deleted in a manner similar to emptying the recycle or trash bin on a computer. However, you understand that any removed User Submission may persist in backup copies for a reasonable period of time. Note that the information contained in Edpuzzle's security backups or copies will not be available or accessible to others.All information posted or transmitted through the Service is the responsibility of the person that posted it, and we will not be liable for any errors or omissions in any content. Edpuzzle cannot guarantee the identity of any other users with whom you may interact in the course of using the Service, or the authenticity of any data which users may provide about themselves. You acknowledge that all content accessed by you using the Service is at your own risk and you will be solely responsible for any damage or loss to any party resulting therefrom. We do not guarantee that we will publish any of your User Submissions, and reserve the right to remove User Submissions from the Service at any time for any reason, such as if we receive a notice report that a User Submission infringes on someone’s intellectual property rights.Our automated systems analyze your User Submissions (including emails) to provide you personally relevant product features, such as customized search results, and for spam and malware detection. This analysis occurs as the content is sent, received, and when it is stored. Edpuzzle will not analyze any Educational Records for the purpose of providing behaviorally-targeted advertising to students, yet the aforementioned shall not be construed to limit Edpuzzle's ability to use Educational Records for adaptive

learning or customized student learning purposes.We always appreciate your feedback or other suggestions about Edpuzzle, but you understand that we may use your feedback or suggestions without any obligation to compensate you for them.

Ownership of Edpuzzle Teacher Accounts

Your account belongs to you, regardless of the email address you used when signing up for the Services. However, please keep in mind that if your educational institution, organization or company disables your email address and you're not able to log in, we won't be able to recover your account.Additionally, if you utilize the Service through a Pro license acquired by another party for you to use (e.g., bought by your school for teaching purposes), the party paying for such feature has the right to control access to and get reports on your use of such paid feature; however, they do not have rights to your personal account.

Additional Terms by User Types

Students

If you are a student accessing the Service at the invitation of a teacher or other school official, the following terms apply to you:

- Only students who have been invited by their teacher, school, or district may use the Service. You may not access or use the Service unless you are invited by a teacher, school, or district who is authorized to give you access to the Service.
- We request minimal personal information to be provided from students to enable use of the Service: first name, last name, username, email and password. If you are a student, please do not provide any personal information about yourself to us, other than what we request from you when you sign up for the Service. Without prejudice to the aforementioned, when using the Open Classroom feature, students can access and use the Edpuzzle service without the need to create an account. In this modality, students may have to provide a nickname, and only responses will be collected and processed by the service.
- The Children's Online Privacy Protection Act ("COPPA") prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without verifiable parental consent or notice as applicable ("Consent"). Edpuzzle only collects, uses, shares, and retains personal student information for purposes for which we were authorized by the educational institution/agency and teacher.

Teachers

If you are a teacher, aide, trainer or other similar personnel accessing the Service on behalf of an educational institution, company or organization (the "Institution"), the following terms apply to you:

- You understand and acknowledge that COPPA prohibits online service providers from knowingly collecting personally identifiable information from children under 13 years of age without Consent, and you understand that we only collect, use, share and retain student personal information for purposes for which we were authorized by the educational institution/agency or teacher.
- You acknowledge and agree that you have School Consent to allow children under 13 to use the Service and that you and/or the Institution will be solely responsible (and hereby agree that Edpuzzle is not responsible) for compliance with COPPA or any other applicable laws. This includes limiting access to the Service to those student users from whom School Personnel has received valid Consent forms and complying with all parental requests regarding the collection, use and disclosure of such child's information. School Personnel or the educational institution are responsible for providing parental consent forms to the parents of potential student users, for confirming receipt of valid consent forms for each child before granting the student access to the Service, and for retaining such consent forms on file. If a user's parent does not consent or rescind such School Consent, School Personnel or the educational institution shall immediately notify Edpuzzle to discontinue that student's access to the Service and ensure that such student's information is no longer accessible through the Services.
- You agree that you are acting on behalf of (or have permission from) your Institution to enter into this Agreement and to use the Service as part of your curriculum.
- You agree that you are responsible for maintaining and monitoring the accuracy of the list of students for each of your classes. By way of example, you will only retain students in your classroom as long as it is reasonably needed for their educational development, which shall not exceed more than one school year.
- You acknowledge and agree that, in order to guarantee the privacy and security of your students' data and provide them with the best possible experience through the Edpuzzle Apps, you will make sure your students use the latest versions available in the Play and Apple Store.

ONLY PERSONNEL WHO ARE CURRENT EMPLOYEES OF THE INSTITUTION MAY USE THE SERVICE ON THE INSTITUTION'S BEHALF. UPON TERMINATION OF A TEACHER, AIDE, TRAINER, OR OTHER STAFF MEMBER'S EMPLOYMENT WITH THE INSTITUTION, SUCH INDIVIDUAL MUST RETURN AND CEASE USING ALL LOGIN DETAILS AND STUDENT ACCESS HE OR SHE HAS IN HIS OR HER POSSESSION. EDPUZZLE SHALL NOT BE RESPONSIBLE FOR THE MISUSE OF THE SERVICE BY INSTITUTION PERSONNEL AND SHALL NOT BE HELD ACCOUNTABLE FOR TEACHERS, AIDES, TRAINERS, OR OTHER STAFF MEMBERS OF THE INSTITUTION NOT RETURNING STUDENT EDUCATION RECORDS, AND/OR NOT RETURNING AND CEASING TO USE ALL LOGIN DETAILS AND STUDENT ACCESS THEY HAVE IN THEIR POSSESSION,

UPON TERMINATION OF THEIR EMPLOYMENT AGREEMENT WITH THE INSTITUTION.

Co-Teaching

ANY DISPUTES ARISING BETWEEN THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS SHALL BE RESOLVED EITHER AMONG THEMSELVES, OR WITH THE INTERVENTION OF THE EDUCATIONAL INSTITUTION, COMPANY OR ORGANIZATION. EDPUZZLE WILL NOT INTERVENE IN SUCH CONFLICTS AND SHALL NOT BE HELD LIABLE FOR ANY MISCONDUCT OF THE TEACHERS PARTICIPATING IN THE CO-TEACHING CLASS.WHEN SETTING UP A CO-TEACHING CLASS WITHIN THE SERVICE, YOU AND THE OTHER PARTICIPATING CO-TEACHER(S) AGREE TO BE EQUALLY AND EXCLUSIVELY RESPONSIBLE AND ACCOUNTABLE FOR THE CLASS AND ITS MANAGEMENT, AS SET FORTH IN THE "CO-TEACHING" SECTION OF OUR PRIVACY POLICY.

FERPA and Student Data

Certain information that may be provided to Edpuzzle by School Personnel that is directly related to a student and maintained by an educational institution, may be considered an education record (“Education Record”) under the Family Educational Rights and Privacy Act (“FERPA”). Additionally, certain information, provided to Edpuzzle by School Personnel about a student, such as student name and grade level, may be considered directory information under FERPA (“Directory Information”) and thus not an Education Record. A school may not generally disclose personally identifiable information from an eligible student’s education records to a third party without written consent of the parent and/or eligible student or without meeting one of the exemptions set forth in FERPA (“FERPA Exemption(s)”), including the exemption for Directory Information (“Directory Information Exemption”) or disclosure to school officials with a legitimate educational interest (“School Official Exemption”).As School Personnel or the Institution providing Directory Information or any Education Record to Edpuzzle, you acknowledge, affirm and pledge to Edpuzzle, as applicable, that your Institution has:

- complied with the Directory Information Exemption, including, without limitation, informing parents and eligible students what information the Institution deems to be directory information and allow parents and eligible students a reasonable amount of time to request that schools do not disclose directory information about them; and/or
- complied with the School Official Exemption, including, without limitation, informing parents in their annual notification of FERPA rights that the Institution defines “school official” to include service providers and defines “legitimate educational interest” to include services such as the type provided by Edpuzzle; or

- obtained all necessary parental or eligible student written consent to share the Directory Information and Education Records with the Company, in each case, solely to enable the Company’s operation of the Service.

Edpuzzle will never share Education Records with third parties except (i) as directed by an Edpuzzle user (i.e., teacher sharing with another teacher or parent); or (ii) to our service providers that are necessary for us to provide the Service, as stated in our Privacy Policy. Education Records are never used or disclosed for third-party advertising or any kind of first- or third-party behaviorally-targeted advertising to students or parents. Additionally, information collected directly from a student using Edpuzzle is never used or disclosed for third-party advertising, or any kind of first- or third-party behaviorally-targeted advertising, and personal information collected from a student is never sold or rented to anyone. This section shall not be construed (i) to prohibit Edpuzzle from marketing or advertising directly to parents so long as the marketing or advertising did not result from the use of Education Records to provide behaviorally-targeted advertising or (ii) to limit the ability of Edpuzzle to use student information or Education Records for adaptive learning or customized student learning purposes.Edpuzzle may use Education Records that have been de-identified for product development, research or other purposes (“De-Identified Data”). De-Identified Data will have all direct and indirect personal identifiers removed. Edpuzzle agrees not to attempt to re-identify the De-Identified Data and not to transfer the De-Identified Data to a third party unless that party agrees not to attempt re-identification.

GDPR and Minors

The EU General Data Protection Regulation (GDPR) determines that the processing of personal data of a child residing in the European Union shall be lawful where the child is at least sixteen (16) years old, unless Member States have provided, by law, a lower age that is not below thirteen (13) years.As a teacher, you acknowledge, affirm and pledge to Edpuzzle that you or your Institution has obtained all necessary parental or eligible student written consent to share the personal data of your students with Edpuzzle, in each case, solely to enable Edpuzzle's operation of the Service.If you have any issues with Edpuzzle's principles set out in these terms, we will respond to your complaints within thirty (30) days.If your complaint cannot be resolved through our internal processes, we will direct you to the state or national data protection authority in the jurisdiction where you reside.

Edpuzzle Technology Copyright

The Service and the Edpuzzle Technology are intended solely for the personal, non-commercial use of our users and may only be used in accordance with this Agreement. “Edpuzzle Technology” means all past, present and future content of the Service, including, all the software, hardware and technology used to provide the Service (including Edpuzzle proprietary code and third-party software), user interfaces, materials displayed or performed on the Service, such as text, graphics, articles, photographs, images, illustrations and the design, structure, sequence and

“look and feel” of the Services, and all other intellectual property, including all Edpuzzle Marks. “Edpuzzle Marks” are the trademarks, service marks, logos, or any other trade name, trademarks, service marks and other distinctive or proprietary brand features of Edpuzzle. Edpuzzle Technology is protected by copyright and other intellectual property laws. You are not allowed to use, store, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, create derivative works from, display, license, sell or otherwise exploit the Edpuzzle Technology for any purposes other than as expressly permitted under this Agreement. You will not decompile, reverse engineer, or otherwise attempt to obtain the source code of any Edpuzzle Technology.Using our Service does not give you ownership of any intellectual property rights in our Service or the Edpuzzle Technology. You may not use content from our Services, including User Submissions, unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any Edpuzzle Marks. Do not remove, obscure, or alter any copyright or other legal notices displayed in or along with our Services.You may download a single copy of the Edpuzzle App for personal, non-commercial use only.

Use Restrictions

User Responsibilities

We do our best to keep Edpuzzle safe, but we cannot make any guarantees. We need your help to keep Edpuzzle safe, which includes the following commitments by you when using our Service:

- You will only use the Service as permitted by law.
- You will not post unauthorized commercial communications (such as spam or advertisements) on or through the Service.
- You will not collect users' content or information, or otherwise access the Service, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
- You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on the Service.
- You will not upload viruses or other malicious code, files or programs.
- You will not collect, solicit or otherwise obtain login information or access an account belonging to someone else.
- You will not collect, use or disclose data, including personal information, about other users without their consent or for unlawful purposes or in violation of applicable laws or regulations.
- You will not post, share or otherwise make available to the community content that is protected by copyright or applicable intellectual property laws and whose dissemination has been prohibited by its legitimate proprietor.
- You will not bully, intimidate, or harass any user or use the Service in any manner that is threatening, abusive, violent, or harmful to any person or entity, or invasive of another’s privacy.

- You will not post content that: is hate speech, discriminating, threatening, or pornographic or sexually explicit; incites violence; or contains graphic or gratuitous violence.
- You will not use the Service to do anything unlawful, deceptive, misleading, illegal, unethical, malicious, or discriminatory.
- You will not do anything that could disable, overburden, or impair the proper working or appearance of the Service or prevent other users from using the Service, such as a denial of service attack or interference with page rendering or other Service functionality.
- You will not use the Service in any commercially unreasonable manner or in any manner that would disparage Edpuzzle.
- You will not impersonate an Edpuzzle employee, or any other person, or falsely state or otherwise misrepresent your affiliation with any person or entity.
- You will use the Service in accordance with its purposes. As a general rule, students using the Service per instruction of an educational institution or teacher are not permitted to create teacher accounts. Periodic exceptions to this prohibition shall be determined on a case by case basis.
- You will not facilitate or encourage any violations of this Agreement or our policies.

Any violation of the above may be grounds for restriction or termination of your right to access or use the Service as foreseen in the next section "Account Bans".

Account Bans

If your account has been involved in serious rule-breaking, the account will be either suspended or banned indefinitely depending on the severity of the offense.A suspension is temporary, whilst a ban, on the contrary, is permanent and cannot be lifted.If there has been a ban or suspension placed on your account, you will not be able to sign in to Edpuzzle anymore. For further information, please refer to Customer Support at support@edpuzzle.com. Customer Support shall provide you with the general reason for the ban or suspension, but will not enter into further discussion. EVERY BAN OR SUSPENSION ON EDPUZZLE IS THE RESULT OF THOROUGH INVESTIGATION BY OUR MODERATION STAFF. AS A RESULT, ALL SUSPENSIONS AND BANS ARE FINAL AND CANNOT BE DISPUTED.

Pricing, Billing and Cancellation

This section rules membership fees for the Edpuzzle Pro Teacher plan. Membership fees for the Edpuzzle Pro School plans and any other charges educational institutions, companies or organizations may incur in connection with their use of the service, such as taxes and possible transaction fees, will be charged on a one-time payment in exchange for a one-year subscription ("Initial Term"), with a renewal option for successive one-year periods at the end of each year ("Renewal Term"). Pro School memberships will be subject to the terms set forth in the issued quotes and invoices. Aspects not contemplated by said documents shall be ruled by these Terms of Service.

Billing Cycle

The membership fee for the Edpuzzle Pro Teacher plan and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paid portion of your membership. Visit our website and click on the "Payments" section on the "Plan" page to see your next payment date.

Authorization Requests

A request to the issuing bank for either a $0 or a $1 authorization is sent to verify that the card is issued and the bank will allow it to be authorized. Regardless of whether the authorization is declined or not, the authorization request is reversed immediately. However, even if the bank declines the authorization, you may still see an authorization for $1 on your credit card statement. The important thing to remember is that this is not a charge, and it will disappear, depending on the bank, in anywhere from a few minutes to a few weeks.A first attempt of a $0 authorization will be done for Visa, MasterCard and American Express. If the $0 authorization fails, a $1 authorization will be attempted. For other credit card companies, a $1 authorization will be the standard request.

Cancellation

You can cancel your Edpuzzle Pro Teacher membership at any time, and you will continue to have access to the Pro Teacher premium features through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable and we do not provide refunds or credits for any partial-month membership periods. To cancel, go to the "Plan" page and follow the instructions for cancellation. If you cancel your membership, your account will automatically lose access to the Pro Teacher premium features at the end of your current billing period. To see when your account will close, see the "Payments" section on the "Plan" page. If you change your mind about the cancellation before your monthly billing period ends, you can reactivate the billing cycle by clicking on "Reactivate." Please note that subscriptions will also be automatically cancelled upon account deletion.

Changes to the Price and Plan

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to our subscription plans will apply to you no earlier than 30 days following notice to you.

Switching from Pro Teacher to Pro School

If your educational institution, company or organization upgrades to Pro School and grants you a license to use Edpuzzle in accordance with that plan, your subscription to the Pro Teacher plan will automatically be cancelled at the end of the current month and your account will be integrated into the Pro School plan purchased by your educational institution, company or organization.

Electronic Communications

We will send you information related to your billing (e.g., invoices and expiration notices) in electronic form only, via email to the email address you provided when you signed up.

Receipts

You can download detailed information about past payments on the "Plan" page, including, but not limited to, amount charged, billing address and date paid.

Miscellaneous

Social Media

The Company may, now or in the future, incorporate certain functions that allow you to interact with the Service through your accounts on certain supported third-party services, such as social networks or network storage sites (“Linked Accounts”), “Like” and “Share” buttons, or similar features. If you choose to use such features, you grant the Company permission to access and use your Linked Account for the purpose of processing your requests. Your use of Linked Accounts is subject to the applicable third-party terms.

Indemnity

You will indemnify, defend, and hold the Company, its parents, partners, subsidiaries, affiliates, officers, and employees not responsible for damages, losses, demands, liabilities, settlements, costs and expenses of any kind (including reasonable attorneys' fees) from any claim or demand made by any third party relating to or arising out of (i) your access to, use, or misuse of the Service, (ii) your violation of this Agreement (including any failure to obtain or provide any necessary consent and/or violation of applicable laws or regulations), or (iii) the infringement by you or any third party using your account of any intellectual property or other right of any person or entity, including in connection with your User Submissions.

Copyright Protection

It is Edpuzzle’s policy to respond to notices of alleged copyright infringement that comply with the Directive (EU) 2019/790 on Copyright and Related Rights in the Digital Single Market and the Digital Millennium Copyright Act (“DMCA“). You will find the contact details of our Copyright Agent in the DMCA Designated Agent Directory.If your copyright-protected work was posted on Edpuzzle without authorization, you may submit a copyright infringement notification. The fastest and simplest way to submit a copyright takedown notice is through the form attached to the bottom of this article from our Help Center. You will have to fill it out, sign it and email it to us at privacy@edpuzzle.com. Make sure, however, to consider whether fair use, fair dealing or a similar exception to copyright applies before you submit the form. THESE REQUESTS SHOULD ONLY BE SENT BY THE COPYRIGHT OWNER OR AN AGENT AUTHORIZED TO ACT ON THE OWNER'S BEHALF.Edpuzzle may remove any allegedly infringing content without any liability

to the infringing user. Edpuzzle will promptly terminate without notice any User's access to the Service where the User is a "repeat infringer" of copyrights. Edpuzzle, however, reserves the right to identify and terminate Users under any circumstances it deems appropriate, including after only a single instance of allegedly infringing behavior by that User.

Third-Party Integrations, Websites and User Interactions

The Service may eventually allow for integrations with third-party apps or tools (e.g., YouTube) to provide certain features and improve your experience when using the Service. As a result, we are obligated to make you aware of certain terms related to the use of such features. YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS APPLICABLE TO THE FOLLOWING THIRD-PARTY SERVICES WHEN USING THEIR RESPECTIVE INTEGRATIONS WITH THE SERVICE:

- YouTube's Application Programming Interface ("YouTube API") allows users to access detailed information about YouTube videos from the Edpuzzle's Website and browse any video available on the YouTube platform (governed by the YouTube Terms of Service).
- Screencastify is a screen recorder for Google Chrome that allows users to record and edit videos which can later be uploaded to Edpuzzle (governed by the Screencastify Terms of Use).
- Explain Everything is an online interactive whiteboard app that, among others, allows users to screencast and record whiteboard videos. Such videos can be directly shared on Edpuzzle through the integration feature (governed by the Explain Everything Terms of Use).
- Learning Management Systems (LMS) compatible with Edpuzzle and used by your educational institution, company or organization shall be ruled by their respective terms of service. Currently compatible LMS Interfaces are Canvas, Schoology, Moodle, Blackboard, PowerSchool, and Blackbaud – click on each provided link to be redirected to applicable terms and policies.

The Service may also contain links to third-party websites that are not owned or controlled by the Company, and include features that allow you to interact and communicate with third parties. When you access third-party websites or interact or communicate with third parties through the Service, you do so at your own risk. The Company has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third-party websites, or which are posted to or through the Service by other users. Your interactions with organizations and/or individuals found on or through the Service are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline interaction with any other person.

- User disputes: Edpuzzle is not responsible for the actions, content, information or data of other third parties, including other users. You are solely responsible for your interactions with other users of the Services, and any other parties with whom you interact through the Service. We reserve the right, but have no obligation, to become involved in any way with these disputes.
- Release: if you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes, including damages for loss of profits, goodwill, use, privacy or data. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor." And, if you are not a California resident, you waive any applicable state statutes to a similar effect.

Modification to Agreement

We may modify this Agreement or Guidelines to, for example, reflect changes to the law or changes to our Services. You should check the Agreement regularly. We will post notice of material changes to this Agreement on this page. Changes will not apply retroactively and will only become effective when (a) you use the Service after you know about the change, or (b) thirty days after they are posted (whichever is sooner). However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Your continued use of the Services following notice of the changes to the Agreement or Guidelines, constitutes your acceptance of our amended terms, policies or guidelines. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, PLEASE DISCONTINUE YOUR USE OF THE SERVICE.As stated in our Privacy Policy, Edpuzzle will not change how Education Records are used or shared under these Terms of Service without advance notice and consent from the competent school or institution.

Termination

This Agreement shall remain in full force and effect while you use the Service. You may terminate your use of the Service or your account at any time by either accessing your account's settings page or by contacting us at privacy@edpuzzle.com. Parents and students should reach out to us through an authorized school official. The Company may suspend or terminate your access to the Service or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the loss of information associated with your account. Upon termination of your account, your right to use the Service will cease immediately. All provisions of this Agreement which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Dispute Resolution

(A) Generally: in the interest of resolving disputes between you and the Company in the most expedient and cost effective manner, you and the Company agree that any and all disputes arising in connection with these Terms of Service shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to, all claims arising out of or relating to any aspect of these Terms of Service and our Privacy Policy, including any other Guidelines and future modifications, whether based on contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms of Service. You understand and agree that, by entering into these Terms of Service, you and the Company are each waiving the right to a trial by jury or to participate in a class action.(B) Exceptions: notwithstanding subsection (A), we both agree that nothing herein shall be deemed to waive, preclude, or otherwise limit either our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief in a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.(C) Arbitration: any arbitration between you and the Company will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting the Company.(D) Notice: a party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("Notice"). The Company's address for Notice is:Edpuzzle, Inc.
833 Market Street, Suite 427,
San Francisco, CA 94103,
United States of America
The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or the Company may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or the Company shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any; provided that our dispute is finally resolved through arbitration in your favor, the Company shall pay you the greater of (i) the amount awarded by the arbitrator, if any, (ii) the greatest amount offered by the Company in settlement of the dispute prior to the arbitrator’s award.(E) Fees: in the event that you commence arbitration in accordance with

these Terms of Service, the Company will reimburse you for your payment of the filing fee, unless your claim is for greater than $10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California, provided that if the claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a non-appearance based telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse the Company for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.(F) No Class Actions: you and the Company agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Furthermore, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.(G) Enforceability: if only Subsection F of this Section or the entirety of this Section is found to be unenforceable, then the entirety of this Section shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described elsewhere in this Section shall govern any action arising out of or related to these Terms of Service.

Limitation of Liability

We provide our Service using a commercially reasonable level of skill and care and we hope that you will enjoy using it. But there are certain things that we do not promise about our Services.DISCLAIMER OF WARRANTIES. THE SERVICE (AND ANY ASSOCIATED CONTENT OR SOFTWARE) IS PROVIDED ON AN "AS IS" BASIS. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE EDPUZZLE TECHNOLOGY, SERVICES, AND CONTENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF QUALITY, ACCURACY, PERFORMANCE, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE AFOREMENTIONED, EDPUZZLE DOES NOT ACKNOWLEDGE OR AFFIRM THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR FREE OR UNINTERRUPTED, THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SERVICES ARE FREE FROM VIRUSES

OR OTHER HARMFUL COMPONENTS.LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COST OF COVER, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF EDPUZZLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM OR RELATING TO (i) THIS AGREEMENT; (ii) YOUR USE OR THE INABILITY TO USE THE SERVICES, CONTENT, OR USER SUBMISSIONS; OR (iii) ANY INTERACTION WITH ANY THIRD PARTY THROUGH OR IN CONNECTION WITH THE SERVICE, INCLUDING OTHER USERS.IN NO EVENT WILL EDPUZZLE OR ITS SUCCESSORS, AFFILIATES, CONTRACTORS, EMPLOYEES, LICENSORS, PARTNERS OR AGENTS, BE LIABLE TO YOU IN THE AGGREGATE (FOR ALL POTENTIAL CLAIMS BY YOU) FOR ANY DAMAGES INCURRED IN EXCESS OF THE GREATER OF ANY FEES YOU HAVE ACTUALLY PAID TO COMPANY FOR USE OF THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR ONE HUNDRED DOLLARS ($100).CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

Contact Edpuzzle

If you have any questions or concerns about these Terms of Service or how we protect our community, please contact us at privacy@edpuzzle.com – we'd love to help!

PO BOX 446
SAN FRANCISCO, CA 94104-0446
UNITED STATES

Bill To Name	Carmel Unified School District	Quote Number	00022579
Bill To	4380 CARMEL VALLEY RD CARMEL, CA 93923 US	Created Date	3/5/2021
		Expiration Date	6/30/2021
		Prepared By	Carl Tewell
Contact Name	Michelle Mahaney	Email	carl@edpuzzle.com
Email	mmahaney@carmelunified.org		

Product	Period	Sales Price	Quantity	Total Price
Pro District	1 year	$6,380.00	1.00	$6,380.00

Subtotal	$6,380.00
Total Price	$6,380.00
Grand Total	$6,380.00

FAQ's

Does Edpuzzle accept purchase orders?
Yes, we do! This quote can be used to generate a PO. If you need any other information or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

What payment methods does Edpuzzle accept?
We accept credit card payments, checks, and direct deposits (wire transfers).

Can we use next year's funds this school year?
Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

Terms & Conditions

(1) All spots from the license will expire at the end of the term, regardless utilization or use. (2) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis. (3) The general rules of copyright and license ownership will apply in case of a teacher leaving the School or District, regarding the video-content he or she has generated. (4) This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Edpuzzle, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 446

Requester's name and address (optional)

6 City, state, and ZIP code
SAN FRANCISCO, CA, 94104-0446

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–		–				

or

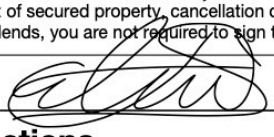
Employer identification number
6	8	–	0	6	8	3	3	9	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶**  **Date ▶** 12/01/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ESGI, LLC Terms of Use

Last updated: November 6th, 2020.

By entering into these Terms of Use (the “Terms”) with ESGI, LLC (“ESGI”), and/or by accessing or using the ESGI website, mobile application, and related services (collectively, the “Service”), you expressly acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms apply to all visitors, users, and others who access or use the Service (each, a “Customer”). If you are agreeing to these Terms on behalf of an organization or entity (such as a school, district, or educational organization, each, a “Licensee”), you represent and warrant that you are authorized to agree to these Terms on behalf of the Licensee and to bind them to these Terms (in which case, references to "Customer" in these Terms refer to such Licensee). For good and valuable consideration, the receipt of which is acknowledged by each party, the parties agree as follows:

1. Definitions.

“Customer Content” means any information, data, images, and other content, in any form or medium, that is submitted by or collected from or on behalf of Customer through the Service, but excluding the Usage Data.

“Documentation” means the documentation that ESGI makes generally available to its customers in any form related to the Service.

“Effective Date” means the effective date of these Terms, which shall be the earlier of Customer’s acceptance of these Terms or its access to or use of the Service.

“Fees” means the subscription fees for the Service.

“Intellectual Property Rights” means all patent, copyright, trademark, trade secret, rights in know-how, business domain names, designs, and other proprietary and intellectual property rights recognized in any jurisdiction worldwide, including moral rights.

“Marks” means a party’s name, logo, and trademarks.

“Reports” means the tangible reports generated by Customer’s use of the Service.

“Service Term” is defined in Section 10.1 below.

“Third-Party Service” means any products or services provided by third parties that may be integrated with or accessed through the Service.

“Usage Data” means any anonymized and aggregated data that is derived from the processing of Customer Content or the access or use of the Service by or on behalf of Customer, that in no way identifies or refers to Customer, User, or students, and any statistical or other analysis, information, or data based on or derived from the foregoing.

“User” means Customer’s employees, independent contractors, or other third parties who are authorized by Customer to access and use the Service under the rights granted to Customer in these Terms

2. The Service.

2.1 Provision of the Service. During the Service Term and subject to the terms and conditions of these Terms: (i) Customer may access and use the Service pursuant to these Terms; and (ii) ESGI hereby grants to Customer a limited, non-exclusive, non-transferable (except as set forth in Section 11), non-sublicensable license to use and copy the Documentation as reasonably required to access and use the Service. ESGI will use commercially reasonable efforts to maintain the security of the Service. The Website is intended for use by [adults, and is not directed to minors under the age of 18. By accessing or using the Website and thereby agreeing to the terms and conditions of this Agreement, Subscriber represents and warrants to ESGI: (i) that Scriber is at least 18 years of age; (ii) that Subscriber has not previously been suspended or removed from the Website; and (iii) that Subscriber’s registration and use of the Website is in compliance with any and all applicable laws and regulations. Any registration by anyone under the age of 18 is void.]

2.2 Modifications. ESGI may revise or remove features, functionalities, or service levels of the Service at any time. If any such revision or removal materially impacts Customer’s use of the Service, Customer may within thirty (30) days’ notice of the revision or removal terminate these Terms, without cause.

2.3 Privacy Policy. ESGI’s privacy policy (located at https://www.esgisoftware.com/privacy-policy) is incorporated herein by reference. ESGI reserves the right to modify its privacy policy in accordance with such policy.

2.4 Subcontractors. Customer acknowledges and agrees that ESGI may use subcontractors and other third-party service providers in its provision of the Service, provided that ESGI remains liable for such third party’s breach of these Terms.

3. Customer’s Responsibilities.

3.1 Use of the Service. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all the Customer Content; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and to notify ESGI immediately of any such unauthorized access or use; and (iii) provide all necessary personnel and other resources, as reasonably requested by ESGI, to enable ESGI to fulfill its obligations hereunder. Customer is fully responsible and liable for all Users’ use of the Service.

3.2 Restrictions. Customer may use the Service solely as set forth in these Terms and will not: (i) copy, modify, or create derivative works or improvements of the Service; (ii) reverse engineer, disassemble, decompile, modify, or alter the Service; (iii) remove, circumvent, disable, damage, or otherwise interfere with or disrupt the integrity or performance of the Service or any security-related features therein; (iv) input, upload, transmit, or otherwise provide to or through the Service, any information or materials that are unlawful or injurious, or contain, transmit, send, or store material containing harmful computer code, files, scripts, agents, or programs; (v) rent, lease, loan, resell, sublicense, distribute, or otherwise commercially exploit or make available the Service to any third party or use the Service for service bureau or time-sharing purposes; or (vi) develop or have developed any products, services, or other materials that compete with the Service or otherwise compete with ESGI's business. Each User's right to access and use the Service through its individual account is personal to such User and such account may not be shared with other individuals. A User account may only be reassigned to a new User who is replacing the applicable User, as determined by an authorized account administrator.

3.3 Customer Content. Customer hereby grants to ESGI a limited, non-exclusive, non-transferable (except as set forth in Section 11) right and license during the Service Term to: (i) download, receive, collect, access, modify, copy, store, retain, and otherwise use the Customer Content in order to provide and support the Service in accordance with these Terms and to internally develop and improve its products and services; and (ii) provide access to the Customer Content by a Third-Party Service selected by Customer or otherwise upon Customer's consent or direction. Customer acknowledges and agrees that ESGI has no responsibility for the services or content of any Third-Party Service and will have no liability for the acts or omissions of such Third-Party Service. Any activities related to Third-Party Service, and any terms associated with such activities, are solely between Customer and the applicable Third-Party Service.

3.4 Aggregate Data. Customer hereby grants to ESGI a non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free right and license to collect, retain, store, use, modify, distribute, and disclose the Customer Content in aggregated and anonymized form and any inferred insight relating to the Customer Content for any purpose whatsoever, provided that any such disclosure does not identify or enable the identification of Customer, Users, or students by name or description sufficient to enable the identification of such party as the source or subject of such information, in whole or in part.

4. Fees & Payment.

4.1 Fees. Customer will pay the Fees mutually agreed to by the parties. All Fees are quoted in United States Dollars and are non-refundable except as otherwise specifically set forth in these Terms. Customer's credit card will automatically be charged when payment is due. Any payment not received or able to be processed by the due date may accrue, at ESGI's discretion, late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date fully paid. ESGI uses a third-party payment processor and Customer must agree to such third party's terms when entering payment information, if applicable.

4.2 Taxes. Fees are exclusive of all local, state, federal, and foreign taxes, levies, or duties of any nature ("Taxes"), and Customer is responsible for payment of all Taxes, excluding only United States taxes based on ESGI's income. If ESGI has the legal obligation to pay or collect Taxes for which Customer is responsible pursuant to this Section 4.2, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides ESGI with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will indemnify, defend, and hold ESGI, its officers, directors, consultants, employees, successors, and assigns harmless from all claims and liability arising from Customer's failure to report or pay any such Taxes.

4.3 Additional Charges. If Customer requests an additional number of Users of the Service or students rostered for the Service, Customer shall pay to ESGI any additional Fees for such Users as mutually agreed to.

4.4 Internal Review of Use. Upon ESGI's request, Customer shall certify in a signed writing that its and all Users' use of the Service is in full compliance with these Terms. ESGI may run internal reports to analyze Customer's use of the Service in order to determine whether such usage complies with these Terms and the applicable licenses granted hereunder.

5. Proprietary Rights.

5.1 Customer IP. As between Customer and ESGI, Customer owns all right, title, and interest in and to: (i) the Customer Content and Customer's Marks; (ii) Customer's Confidential Information; (iii) the Reports (excluding the ESGI IP as defined below); and (iv) all Intellectual Property Rights in the foregoing (collectively, the "Customer IP"). Except as expressly set forth in these Terms, no license or other rights to any of the Customer IP are granted to ESGI, and all such rights are hereby expressly reserved.

5.2 ESGI IP. ESGI owns all right, title, and interest in and to: (i) the Service, the Documentation, ESGI's Marks, and any and all enhancements, improvements, developments, derivative works, or other modifications (including any changes which incorporate any of Customer's ideas, feedback, or suggestions) made or related to the Service or the Documentation; (ii) the Usage Data; (iii) ESGI's Confidential Information; and (iv) all Intellectual Property Rights in the foregoing (collectively, the "ESGI IP"). Except as expressly set forth in these Terms, no license or other rights to any of the ESGI IP are granted to Customer, and all such rights are hereby expressly reserved.

6. Confidentiality.

6.1 Confidential Information. As used herein, "Confidential Information" means all non-public information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as "Confidential," "Proprietary," or the like and/or information that the Receiving Party should reasonably understand as being confidential or proprietary to the Disclosing Party given the nature of the information and the circumstances of the disclosure, including business and marketing plans, financial information, technology and technical information, designs, and business processes. Confidential Information will not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was in the rightful possession or known by the

Receiving Party prior to receipt from the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party.

6.2 Protection. Subject to Section 6.3, each party will not disclose the other party's Confidential Information, or use the other party's Confidential Information, for any purpose other than to perform its obligations or exercise its rights under these Terms, and will protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. The Receiving Party may disclose Confidential Information to its employees, agents, contractors, Affiliates, and other representatives having a legitimate need to know, provided that such representatives are bound to confidentiality obligations no less protective of the Disclosing Party than this Section 6 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 6.

6.3 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior written notice of such compelled disclosure and reasonable assistance (at Disclosing Party's cost) if the Disclosing Party wishes to contest the disclosure.

6.4 Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 6, the Disclosing Party will have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

7. Representations & Warranties.

7.1 Mutual Warranties. Each party represents and warrants that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, if applicable; (ii) it has full right, power, and authority to enter into and perform its obligations under these Terms; (iii) these Terms, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms; and (iv) the performance of its obligations under these Terms will not violate any applicable law, rule, or regulation, including those related to data privacy.

7.2 By Customer. Customer represents and warrants that its use of the Service, including the Customer Content provided in connection with the Service, will not violate any applicable law, rule, or regulation, infringe any third party's intellectual property, privacy, or publicity right, or cause a breach of any agreement with any third party.

7.3 By ESGI. ESGI represents and warrants that the Service will be provided in all material respects in accordance with the Documentation and will otherwise be performed in a manner consistent with generally accepted industry standards. Customer's sole remedy and ESGI's sole obligation for any such failure will be for

ESGI to use commercially reasonable efforts to correct such non-compliance, provided that if such non-compliance cannot be corrected within thirty (30) days, Customer may terminate these Terms and receive a prorated refund for any prepaid, unused Fees as of the effective date of termination.

7.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, THE SERVICE, THE REPORTS, AND ALL RELATED DELIVERABLES AND SERVICES ARE PROVIDED "AS IS." ESGI MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ESGI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. ESGI DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE OR WILL BE SECURE OR UNINTERRUPTED.

8. Indemnification.

8.1 By ESGI. Subject to the other provisions of this Section 8, ESGI will defend, indemnify, and hold Customer and its officers, directors, consultants, employees, successors, and assigns ("Customer Indemnitees") harmless against any and all losses, damages, liabilities, and costs, including reasonable attorneys' fees ("Damages"), incurred by Customer Indemnitees arising out of or relating to any third-party claim, suit, action, or proceeding ("Claims") that allege: (i) ESGI's breach of any of its representations, warranties, or obligations set forth in Sections 6 or 7.1 of these Terms; and (ii) Customer's use of the Service in compliance with these Terms infringes any third party's Intellectual Property Right (an "IP Claim"). The foregoing obligation does not apply to any IP Claim to the extent arising out of or relating to: (a) modifications to the Service not made or authorized by ESGI; (b) materials supplied by or on behalf of Customer, including without limitation the Customer Content; (c) combination of the Service with products or services, including any Third-Party Service; (d) designs or instructions provided by Customer to ESGI; (e) Customer's continued use of the allegedly infringing material after being notified of modifications that would have avoided such alleged infringement; or (f) Customer's use of the Service not strictly in accordance with these Terms.

8.2 Infringement Remedies. If ESGI or a court or other body of competent jurisdiction determines that the Service is or may be infringing, ESGI may, at its option and expense: (i) replace or modify the Service to be non-infringing, provided that such modification or replacement contains substantially similar features and functionality; (ii) obtain for Customer a license to continue using the Service; or (iii) if neither of the foregoing is commercially practicable, terminate these Terms and Customer's rights hereunder and provide Customer a prorated refund for any prepaid, unused Fees. THE REMEDIES SET FORTH IN THIS SECTION 8 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND ESGI'S SOLE AND EXCLUSIVE LIABILITY IN RELATION TO AN IP CLAIM.

8.3 By Customer. Subject to the other provisions of this Section 8, Customer will defend, indemnify, and hold ESGI and its officers, directors, consultants, employees, successors, and assigns ("ESGI Indemnitees") harmless against any and all Damages incurred by ESGI Indemnitees arising out of or relating to a Claim that:

(i) alleges Customer's breach of any of its representations, warranties, or obligations in these Terms; and (ii) relates to the Customer Content as used by ESGI in accordance with these Terms.

8.4 Procedure. Each indemnifying party's obligations as set forth in this Section 8 are contingent on: (i) the indemnitee providing the indemnifying party with prompt written notice of the Claim (and any information that may reasonably give rise to a Claim), but only if the indemnifying party is materially adversely prejudiced by failure to receive such notice; (ii) the indemnifying party having the right to defend the Claim at its own expense and with counsel of its choosing; (iii) the indemnifying party having the right, in its sole discretion, to settle the Claim so long as such settlement does not impose any monetary or material non-monetary obligations on the indemnitee (other than indemnitee no longer using the Service, as the case may be), and provided that the indemnitee will be included in any release language as part of any such settlement; and (iv) the indemnitee providing (at the indemnifying party's expense) such assistance and information as the indemnifying party may reasonably require to investigate, defend, or settle the Claim.

9. Indemnification.

9.1 Consequential Damages Exclusion. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, NEITHER PARTY MAY BE HELD LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF CONTENT OR DATA, COST OF COVER, OR INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THESE TERMS.

9.2 Limitation of Liability. EXCEPT FOR ESGI'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, ESGI'S MAXIMUM CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE TERMS FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO ESGI IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification.

10.1 Term. Unless otherwise identified on an applicable purchase order or quote, these Terms begin on the Effective Date and, unless earlier terminated pursuant to these Terms, will continue for a period of twelve (12) months (the "Initial Term"). Except as may otherwise be specified on an applicable purchase order or quote, these Terms will automatically renew for successive twelve (12) month periods (each, a "Renewal Term," and the Initial Term and each Renewal Term, the "Service Term"), unless either party provides at least thirty (30) days' prior written notice (email shall suffice) to the other party of its intent not to renew.

10.2 Termination for Cause. Either party may terminate these Terms with immediate effect, in whole or in part, by giving the other party prior written notice, if the other party: (i) commits a material breach of any of its obligations under these Terms, which breach is not cured within thirty (30) days following receipt of written notice, or the parties agree cannot be cured within thirty (30) days; (ii) becomes insolvent or is generally unable

to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (iv) has wound up or liquidated its business, voluntarily or otherwise.

10.3 Termination or Suspension by ESGI. ESGI may terminate these Terms upon Customer's failure to make any payments due hereunder, and not disputed in good faith, within five (5) business days following Customer's receipt of written notice regarding such failure to pay. If ESGI reasonably suspects that Customer or a User is in breach of Section 3.2 or any applicable laws, rules, or regulations, ESGI may immediately terminate or suspend Customer's or such User's access to the Service without advanced notice, in addition to any other remedies as ESGI may have.

10.4 Effects of Termination. Upon expiration or termination of these Terms: (i) Customer will cease all use of the Service and delete, destroy, or return all copies of the applicable Documentation in its possession or control; (ii) Customer will be responsible for payment of any monies (including any Fees and expenses) due to ESGI for any period prior to the effective date of such termination; and (iii) each party will, upon written request of the other party, return or destroy (and provide certification of such deletion upon request) any of the other party's Confidential Information then in its possession, provided that ESGI may retain Customer Content and Customer's Confidential Information in accordance with ESGI's backup retention schedule or to comply with any legal requirement in relation to the retention of records. Notwithstanding the foregoing, ESGI has no obligation to retain the Customer Content after termination of these Terms.

10.5 Surviving Provisions. Sections 1 (Definitions), 3.2 (Restrictions), 4 (Fees & Payment), 5 (Proprietary Rights), 6 (Confidentiality), 7.4 (Disclaimer of Warranties), 8 (Indemnification), 9 (Limitations of Liability), 10.4 (Effects of Termination), and 11 (General Provisions) (together with all other provisions that may be reasonably interpreted as surviving termination or expiration of these Terms) will survive the termination or expiration of these Terms.

11. Indemnification.

11.1 Publicity. Subject to the consent of a Customer's authorized representative, ESGI may include Customer's Marks in marketing material and on its website as a customer of ESGI. Any use of ESGI's Marks is subject to ESGI's prior consent, in each instance. All use of a party's Marks will be in accordance with its trademark guidelines, if provided.

11.2 No Waiver. These Terms may not be altered, amended, or modified in any way except by a writing signed by both parties. The failure of a party to enforce any provision of these Terms will not be construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.

11.3 Severability. If any provision of these Terms is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the rest of these Terms will remain in full force and effect.

11.4 Governing Law. These Terms will be interpreted, construed, and enforced in all respects in accordance with the laws of the state in which the Service is provided, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

11.5 Relationship. ESGI and Customer are independent contractors and these Terms will not establish any relationship of partnership, joint venture, employment, franchise, or agency between ESGI and Customer. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever. These Terms do not confer any benefits on any third party unless expressly stated therein.

11.6 Force Majeure. Except for Customer's payment obligations, neither party will be liable for failure to perform or delay in performing any obligation under these Terms if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, epidemic or pandemic, damage, destruction, power outage, telephone outage, internet access provider failure, or any other similar cause beyond its control.

11.7 Assignment. Neither party may assign or delegate its rights, duties, and obligations under these Terms without the other party's prior written consent, which consent will not be unreasonably withheld or delayed, except that a party may assign these Terms without the other party's consent to a successor (including a successor by way of merger, acquisition, sale of assets, or operation of law) if the successor agrees to assume and fulfill all of the assigning party's obligations under these Terms; provided, if Customer assigns these Terms to a competitor of ESGI (as reasonably determined by ESGI), ESGI may immediately terminate these Terms. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.8 Notices. Any notice required or permitted by these Terms will be in writing and will be sent by facsimile, email, courier, or personal delivery to the address provided to each party. Notice is effective upon receipt. Notwithstanding the foregoing, Customer consents to receive electronic communications that may be sent by ESGI (including through the Service, such as posting on Customer's account) and any such communication will constitute notice under this Section 11.8.

11.9 Entire Agreement. These Terms constitute the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. Any purchase order, written terms or conditions, or other document that Customer sends to ESGI (whether prior to or after execution of these Terms) that contains terms that are different from, in conflict with, or in addition to these Terms are hereby rejected and will be void and of no effect.

support@esgisoftware.com
PO Box 938
Elkhart, IN 46515
Phone (443) 333-9898
Fax (866) 925-3450

Quote #	924347
Quote Prepared:	03/05/2021
Quote Expires:	06/05/2021
Prepared For:	Michelle Mahaney
State:	California
District:	CARMEL UNIFIED
School:	Multiple Schools

QUOTE

Qty	Description	Notes	List Price	Disc Price	Amount
9	ESGI 12-Month License (max. 35 students)		$225.00	$202.00	$1,818.00
				Total	**$1,818.00**

ORDER FORM

Complete all required information below and send this form with your PO or check.

Purchase Order
support@esgisoftware.com
Fax: 866-925-3450

Personal or School Check
ESGI, LLC
PO Box 938, Elkhart, IN 46515

After processing, an Activation Code will be sent to the contact for distribution to teachers.

ACTIVATION CODE CONTACT (*Required)

Name: _____

Email: _____

ACCOUNTS PAYABLE CONTACT (*Required)

Phone: _____

Email: _____

If your order includes extra students, please provide the teacher name(s) and number of students so we can update the accounts.

Teacher Name _____ # of Students _____

Teacher Name _____ # of Students _____

Other Information:

Marking Period for the current school year (circle one): Semester Trimester Quarters Other

Marking Period	End Date [MM/DD/YY]	Marking Period	End Date [MM/DD/YY]
First	_ _ / _ _ / _ _	Sixth (if applicable)	_ _ / _ _ / _ _
Second	_ _ / _ _ / _ _	Seventh (if applicable)	_ _ / _ _ / _ _
Third (if applicable)	_ _ / _ _ / _ _	Eighth (if applicable)	_ _ / _ _ / _ _
Fourth (if applicable)	_ _ / _ _ / _ _	Ninth (if applicable)	_ _ / _ _ / _ _
Fifth (if applicable)	_ _ / _ _ / _ _		

Terms and Conditions of Use

Please read these terms and conditions carefully before activating your ExploreLearning Gizmos account.

On This Page

- Registering and Using ExploreLearning
- Using Your Account
  - Browsers, Equipment and Accessibility
  - Communications Authorities
- Billing Policies
  - Billing Security
- Administering the Service
- Posting Material by Users
- Use of Materials & Restrictions
- Privacy
- Submissions
- Disclaimers
- Limitation of Liability
- Links to Third Party Sites
- Jurisdictional Issues
- Trademark and Copyright Notices
- Remedies for Breach
- Miscellaneous
- Acceptance
- Questions

By creating an account or subscribing to ExploreLearning.com, you agree to the terms and conditions of use set forth below.

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ExploreLearning Gizmos are offered and sold on a subscription basis; however certain areas are available to visitors without cost on a trial or demonstration basis.

Registering and Using ExploreLearning

As part of the registration process, each User will select a password and user name ("User Name"). You agree to provide us with accurate, complete, and updated Account information. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the Account. You may not (a) select or use a User Name of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without authorization, or (c) use a User Name that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your User Name and password, and you will be responsible for all uses of your User Name and password, whether or not authorized by you.

In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

Pass codes that have been issued to learning institutions or teachers may not be shared. They may only be used by the administrators, teachers and students to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers may share their access codes with their, spouse, children or grandchildren ("Immediate Family") only. Users remain at all times solely and fully responsible for the proper use of pass codes issued hereunder. Individual subscribers who intend to share their pass codes with Users of their Immediate Family under 13 years of age agree to supervise the minors' use of the Website.

Using Your Account

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member. You will notify us of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your User Name and password. We will have no liability for any circumstances arising from the unauthorized use of a User Name, Member's password or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ExploreLearning.com .

Browsers, Equipment and Accessibility

Users are solely responsible for obtaining and maintaining equipment and software, including without limitation operating system and browser software, that conforms to ExploreLearning's specifications in effect, as revised from time to time, in order to connect to, communicate with and use the ExploreLearning website.

ExploreLearning shall use commercially reasonable efforts to maintain the accessibility of the Website at all times, but may discontinue some or all of the Website features or services at any time, with or without notice, in order to perform hardware or software maintenance and/or upgrades or problem resolution. Additionally, to the extent that use of the Website is prevented, hindered, delayed or made impracticable by reason of force majeure (including any cause that cannot be overcome by reasonable diligence and without unreasonable expense) or due to

ExploreLearning's compliance with its commercially reasonable standard operating procedures or with any laws, rules, policies, practices or regulations of any industry association or organization, or any jurisdiction or governmental authority, ExploreLearning and its affiliates will be excused from such delay or performance.

Communications Authorities

Use of the Website is subject to the requirements, rules, regulations, operations and procedures of any relevant public communications authorities and/or private communications carriers. ExploreLearning (and its affiliates) shall not be liable for any losses, costs, liabilities, damages, expenses and/or claims arising from or relating to the delay, alteration or interruption of telecommunications between Users and ExploreLearning caused by the failure for any reason of any communications facilities which User or ExploreLearning (or any of affiliate) has contracted from any public communications authority or private communications carrier.

Billing Policies

1. All subscriptions must be pre-paid annually.
2. Payment Options: You must pay in US Dollars via Purchase Order, Credit Card (Visa or MasterCard), check or money order, or wire transfer.
    - Purchase Orders (US Residents Only): Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902 or FAX to (877) 829-3039.
    - Credit Card Billing: ExploreLearning will bill your designated credit card (Visa or MasterCard only) and is subject to any restrictions imposed by your credit card issuer. If payment cannot be charged to your credit card or your charge is returned to ExploreLearning for any reason, including charge back, ExploreLearning reserves the right to either suspend or terminate your access and account, thereby terminating this Agreement and all obligations of ExploreLearning hereunder, and thereafter to collect any amount due.
    - Checks or Money Orders: Mail (payable to ExploreLearning) to ExploreLearning, 110 Avon Street, Charlottesville, VA 22902.
    - Wire Transfers: Call (866) 882-4141 option 2 or e-mail support@ExploreLearning.com for more information
3. Revision of Subscription Fees. ExploreLearning reserves the right to change the amount of, or basis for determining, any fees or charges for the ExploreLearning service, and to institute new fees or charges effective upon prior notice, by posting such changes on the ExploreLearning site, and by sending e-mails to Users.
4. Account Termination. Purchasers may terminate accounts at any time by sending a signed request to ExploreLearning via e-mail sales@ExploreLearning.com , fax to (877) 829-3039 or mail to ExploreLearning Customer Service, 110 Avon Street, Charlottesville, VA 22902.
5. Refund Policy. We take great pride in supplying a quality product at a reasonable price. In general, it is our policy to provide a refund for anyone who has been unable to use the site. A refund must be requested in writing within 30 days of purchase of your account and the account cannot have been accessed numerous times. Email a refund request to sales@ExploreLearning.com or fax a request to (877) 829-3039. Please include the username, full name of subscriber, product, and reason you are requesting a refund. We will not be able to refund a license after 30 days, or for an account with heavy usage, except for problems accessing the service. Refunds will be issued according to the original payment method.

Billing Security

All communication between our servers, the acquiring bank, and the issuing bank are encrypted to assure server authenticity and invulnerability to man-in-the-middle attacks.

Administering the Service

ExploreLearning may change, modify, suspend, or discontinue any aspect of the Website at any time, including, without limitation, access policies, the availability of any Website feature, hours of availability, content, data, or software or equipment needed to access the Website. We may also impose limits on certain features or restrict your access to parts or all of the Website without notice or liability. We reserve the right to change prospectively the amount of, or basis for determining, any fees or charges for the Website, and to institute new fees or charges for access to portions of the Website effective upon prior notice to Users by posting such changes on its web site or by sending e-mails to Users. You hereby agree to pay all charges to your account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable.

We may, from time to time, have special events, software or content available on the Service, which will be subject to additional terms and conditions that will be made available for your review. You agree that if you or any User uses or accesses such special events, software or other content, such additional terms and conditions will be binding.

We reserve the right, at our sole discretion, to change, modify, add, supplement or delete any of the terms and conditions of this Agreement at any time. We will post notification of any such changes on the Service, or give notice of them to you via e-mail, postal mail or by pop-up screen, at our sole discretion. If any future changes to this Agreement are unacceptable to you or cause you to no longer be in compliance with this Agreement, you may terminate your Account. The continued use of the Service by you following your receiving a notice of changes to this Agreement will mean you accept any and all such changes.

Posting Material by Users

ExploreLearning may permit its Users to post materials on the Website. Users shall not upload to, distribute through or otherwise publish, via e-mail, message boards or otherwise, any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal or otherwise objectionable, that would constitute a criminal offense, violate the rights of any third party, or that would give rise to liability or violate any law. ExploreLearning reserves the right to suspend or terminate any screen name it reasonably believes is being used by an adult, is being used for commercial purposes, or is otherwise in violation of this Agreement.

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DISCLAIMERS

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Gizmos are certified COPPA, FERPA, and CSPC compliant.

PROPOSAL
ExploreLearning Gizmos
For: Carmel Unified School District

Presented to: Kevin Buran, Science Department Chair
By: Alice Kelly
Presented on: April 20, 2021
Proposal Expires on: August 31, 2021

Pricing

Quantity	Product	Months	Total
1470 Students	District Gizmos Department License for Science teachers only. Priced per student.	12	$5,512.50
1 Package	Gizmos Professional Development - One (1) onsite training day (up to 6 hours) for up to 25 participants.		$0.00

Total: $5,512.50

Multi-year Discounts		Savings of
3 YEARS = 15% OFF	$14,056.88	**$2,480.63**
2 YEARS = 10% OFF	$9,922.50	**$1,102.50**

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Next Steps
Please contact Alice Kelly at 866-882-4141, ext. 320 or alice.kelly@explorelearning.com for more information on any aspect of this proposal (#Q-144703).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com
Fax to: 434-220-1484
Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

Implementation Questionnaire

To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT
Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email Address: _____

Phone: _____

WORKSHOP DETAILS
Provide us some details for your workshop(s):

# of Teachers: _____

# of Teachers who are new to the product: _____

# of Teachers who are experienced with the product: _____

TECHNOLOGY
Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes
Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

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In order to use the Website, you need to obtain a pass code (consisting of a username and a password. Pass codes are issued only to individual subscribers and learning institutions or teachers (collectively, "Users") who have registered.

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If you have reason to believe that your Account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your User Name, password, or any credit, debit, or charge card number stored on the Service), you must promptly change your password and notify us of the problem by sending an email to support@ReflexMath.com.

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PROPOSAL
ExploreLearning Reflex
For: Carmel Unified School District

Presented to: Michelle Mahaney, Admin Assistant II Curriculum and Instruction
By: Alice Kelly
Presented on: April 29, 2021
Proposal Expires on: July 31, 2021

Pricing

Quantity	Product	Months	Total
30 Students	Reflex Teacher License for a single teacher and his/her students. Priced per student seat.	12	$1,050.00
2 Sites	Reflex Site License for all targeted students at a school. Priced per site.	12	$6,590.00
1 Package	Reflex Professional Development - Two (2) webinars for up to 40 participants.		$0.00

Subtotal:	$7,640.00
Discount:	($659.00)
Total:	**$6,981.00**

Multi-year Discounts		Savings of
3 YEARS = 15% OFF	$17,801.55	**$3,141.45**
2 YEARS = 10% OFF	$12,565.80	**$1,396.20**

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: reflexmath.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written. Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Next Steps
Please contact Alice Kelly at 866-882-4141, ext. 320 or alice.kelly@explorelearning.com for more information on any aspect of this proposal (#Q-134546).

If applicable, please include your certificate of tax-exempt status with your purchase order. Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: sales@explorelearning.com
Fax to: 434-220-1484
Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

Implementation Questionnaire

To ensure the effective implementation of ExploreLearning products in your school or district, please provide us with the following:

CONTACT
Who is the primary contact to coordinate professional development for your school or district? Please provide the following for that contact:

Name: _____

Title: _____

Email Address: _____

Phone: _____

WORKSHOP DETAILS
Provide us some details for your workshop(s):

# of Teachers: _____

# of Teachers who are new to the product: _____

# of Teachers who are experienced with the product: _____

TECHNOLOGY
Please provide a description of the types of technology your teachers and students will be using to implement ExploreLearning products:

Technology / Devices:

Additional Notes
Your implementation manager will be in touch with your PD contact via email to schedule your professional development workshop(s). We look forward to working with your teachers!

Professional development workshops are only scheduled for dates after the start of your subscription.

Flocabulary by nearpod Quote ID: 119778-38211748

Sales Order For:
Jessie Krislyn
CARMEL MIDDLE SCHOOL
PO BOX 222740
CARMEL, California 93922
UNITED STATES

Flocabulary Contact:
Gaelyn Cobb
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 07/20/2021 **Service End:** 07/19/2022

Description		**Total**
Flocabulary Site License: Unlimited access to Flocabulary including: - Access to the 600+ standards-aligned K-12 lessons, including a hip hop video and supporting activities - Access to Week in Rap lessons, added weekly during the school year to spotlight current events - Access to student accounts, enabling teachers to assign lessons and activities and view results of assessments		$2,600.00
	Total	(USD) $2,600.00

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Terms

This Sales Order is valid until:
Service runs from 07/20/2021 until 07/19/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $2,600.00.

Flocabulary price quotes are confidential, unless disclosure is required by subpoena or state law.
Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Flocabulary Services described herein and is governed by the Terms of Use available online at: https://www.flocabulary.com/terms-of-use/ and the Privacy Policy available online at: https://www.flocabulary.com/privacy-policy/.

Free Training Resources
Access to how-to resources, videos, and our Help Center can be accessed here: https://www.flocabulary.com/how-to-use/

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address secure payment link should be sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Flocabulary, Inc.
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: gaelyn.cobb@nearpod.com or FAX: +1 305-655-1999

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Flocabulary, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A290

Requester's name and address (optional)

6 City, state, and ZIP code
Dania Beach, FL 33004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
8 3 - 4 1 8 7 6 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Digitally signed by Severine Vinay [redacted] Date ▶ 1/5/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

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Flocabulary® Terms of Use

Welcome to flocabulary.com! If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Flocabulary's relationship with you in relation to this website. When you register for Flocabulary for a trial or paid plan for a class, school or district, or as a parent, you become a "User" and the learners who use Flocabulary through you are "Students".

PLEASE READ THESE TERMS OF USE CAREFULLY. If you disagree with any part of these terms and conditions, please refrain from using our website. We may update these Terms of Use from time to time, and may condition your continued use of our website and Content on your agreeing to those revised terms.

The term "Flocabulary", "us" or "we" refers to Flocabulary Inc., the owner of this website (which includes both Flocabulary.com and all of its subdomains) and its affiliated entity, Nearpod Inc. The term "you" refers to you, as a User, Student or Viewer of our website.

1. General terms

- The public portions of this website are provided for potential Users.
- Only school staff and parents or guardians may become Users. Do not register for Flocabulary as a User for a trial or paid plan unless you represent a class, school or district, or are a parent or guardian of a learner.
- School staff may invite students to participate in Flocabulary directly through individual accounts under certain plans: www.flocabulary.com/plans.
- If you are a school staff member and register for Flocabulary as a User for a trial or paid plan, you represent and warrant that you have the full right, power and authority to bind all Users connected to the registered account to these Terms of Use. Any subsequent purchase of a Flocabulary service by a User connected to the originally registered account shall constitute a ratification of these terms.
- Parents and guardians are permitted to share their accounts directly with their children to the extent they see fit.
- You may need to download additional software from third parties to view aspects of our website; if so, your use of such software will be governed by your agreement with those parties.

- You must comply with any Flocabulary policies regarding the acceptable use of Flocabulary with respect to student-generated content or Student-to-Student communication (our “AUP”); however, we may enforce our AUP in our sole discretion, and you may want to promulgate and enforce your own guidelines and policies above and beyond the Flocabulary AUP for Students and Users through your account using the content review and moderation tools provided by Flocabulary.

2. Student Accounts

- We comply with the Children’s Online Privacy Protection Act, or "COPPA" by obtaining authorization from the applicable school or district for Students to use Flocabulary as described in these Terms and our Privacy Policy.
- If your plan includes the Student registration option and you enable it, you represent and warrant that you are authorized to give consent for us to receive the information you provide about Students and to collect the information about the Students described in our Privacy Policy (including with respect to children under the age of 16), and you authorize us to collect that information on behalf of such Students.
- Users are entirely responsible for the actions of Students. We will enable you to comply with the Family Educational Rights and Privacy Act (FERPA) by appropriately limiting how we use Student data and by following your instructions with respect to the treatment of Student data.

3. Commercial Terms

- The general terms of each subscription plan or free trial are available at www.flocabulary.com/plans.
- Free Trials
    - Free trials are not available to anyone under the age of 18.
    - You may only register as an individual for the 14-day Free Trial Offer once.
    - Representatives of schools and districts may request one or more trial periods as needed to evaluate Flocabulary, which will be granted in our sole discretion.
    - By registering for a free trial, you consent to our contacting you to follow up on your experience with Flocabulary and potential purchase of a paid license.
- Plans paid with a credit card:
    - By providing your credit card to pay for a paid plan, you agree to pay us the fees indicated for that plan.

    - Payments will be charged on the day you sign up for a service and will cover the use of that service for the time period specified for the requested plan.
    - Plans (other than school-wide or district plans) that are not cancelled before the end of the applicable subscription period will automatically renew and you authorize us to collect the then-applicable subscription fee for such service using any credit card or other payment mechanism we have on record for you.
    - Subscription fees are non-refundable, though a subscription can be canceled anytime. If you cancel your subscription, you will have access until your next billing date and will not be billed again.
- Plans paid for with a purchase order:
    - These Terms of Use and any Flocabulary Order Form you sign with us, and not the conflicting terms of any purchase order or other communication from you, shall govern your use of the website and the Content. The terms of a Flocabulary Order Form shall control over these Terms of Use.
    - By submitting a purchase order, you agree to pay in full within 30 days of receiving an invoice from us, unless otherwise specified in a Flocabulary Order Form.

4. Usage

- You may not use our website or the Content in any of the following ways:
    - for any commercial purpose without our prior express permission;
    - in a manner that could damage, disable, overburden, or impair our servers or networks;
    - by obtaining unauthorized access;
    - using any automated tools, scrapers, robots, data mining or similar data gathering or extraction tools; or
    - that infringes the rights of any third party, including the intellectual property of any third party.
- Except as expressly permitted by these Terms of Use and your plan, you may not share, post, publish or transfer usernames, passwords or any other account authentication information to anyone.
- You may not post Usernames or Passwords on any website. You may only post class codes and activation links on password protected websites accessible by only your school community. They may not be posted on public websites.
- You are responsible for ensuring that Students comply with these usage terms.
- We reserve the right to adopt and enforce other appropriate usage guidelines for Generated Content from time to time.

5. Intellectual Property and License

- We provide (or may at some point provide) data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") to you.
- As between you and us, we own the Content and any improvements to the Content.
- We make no claim to new data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials created by you or Students through this website ("Generated Content"). You hereby grant us (for yourself and on behalf of Students) a royalty free, non-exclusive, perpetual irrevocable, worldwide license to use, copy, display, and modify the Generated Content and make the Generated Content available to other Users and Students on this website in a manner consistent with these terms and our Privacy Policy.
- The plans we offer specify what Content you can access, who may access the Content through you and the number and/or type of devices you may use to access the Content.
- We grant to you (and, where applicable, your Students) a non-exclusive license to view and display the Content for only so long as we make it available to you under your plan through the website.
- With the exception of certain beats, worksheets, quizzes and lesson plans which are clearly labeled as being intended for download, under no circumstances do you acquire the right to view any of the Content other than through our website, or to download or copy the Content, no matter what plan you subscribe to. You and your Students may download your own Generated Content as provided for in our Privacy Policy.
- We reserve the right to change the Content we make available to particular Users or Students at any time, at our sole discretion.
- If you provide any suggestions for Content or improvements to Content or our website, you grant us a royalty free, non-exclusive, perpetual irrevocable, worldwide non-exclusive license to use, copy, display, and modify those suggestions in any manner we choose.

6. Warranty Disclaimer

- We provide the Content in the hope that it will be educational and appropriate for a wide range of learners. You must determine during your trial period and thereafter whether the Content (and which Content) meets your needs and those of your learners.
- We don’t guarantee that the website will be continuously operational, and we assume no liability relating to interruptions in your use of our website or errors in the Content.

- Accordingly, this website and all Content is provided on an "as is" basis, and your use (and Students' use) of this website and the Content is at your and their own risk, without warranties of any kind, express, statutory or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose or non-infringement.
- We disclaim any warranty or liability for the accuracy, timeliness, performance, completeness or suitability of the Content and any information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

7. Limitation of Liability

- Neither Flocabulary nor any of its officers, directors, employees, partners, agents, affiliates or licensors be liable to you or any other person for any indirect, incidental, special or consequential damages arising out of or relating to your use of our website or Content.
- If you are not currently a User under a paid plan with Flocabulary, your sole and exclusive remedy for our negligence or breach of these terms shall be for you to discontinue your use of our website and Content.
- If you are a User under a paid plan with Flocabulary, our maximum liability to you (for any claim whatsoever, including direct claims or claims for indemnification) shall be the aggregate amount that you paid us within the prior 12 months.
- If any of the foregoing limits are not enforceable under applicable law, then they shall be construed to provide such limits to the fullest extent permitted by applicable law.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse such websites and you waive all claims against us from your use of such websites.

8. Indemnification

- You agree to indemnify us and our officers, directors, employees, partners, agents, affiliates ad licensors from all liabilities, claims, and expenses, including attorneys' fees, that arise from your use or misuse of our website and Content. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification, in which event you will cooperate with us in asserting any available defenses.

9. Termination

- We may immediately (or as of a date specified in a notice) suspend or terminate your plan and your access to this website and the Content if you violate these Terms of Use or any of our published policies.

10. Jurisdiction

- These Terms Use and your use of this website and the Content will be governed by the law of the state of New York (except for its rules regarding conflict of laws).
- Any claim or dispute relating to these Terms of Use must be resolved exclusively by a state or federal court of applicable jurisdiction located in New York County, New York.
- This means that you may not bring a claim anywhere else, and that claims against you may be brought in New York County, New York. You may not subsequently argue that New York County, New York is not a convenient forum for you.

11. Miscellaneous

- Notices to you under these Terms of Use shall be sent to you at the email address you have registered with us.
- Notices to Flocabulary should be sent to:
  Flocabulary, Inc.
  1855 Griffin Road, A-290
  Dania Beach, FL 33004
  privacy@flocabulary.com
- We may assign these Terms of Use to an affiliate, pursuant to a merger or acquisition, or as part of the sale of substantially all of the assets of our business relating to these Terms of Use.

This Terms of Use document was last modified on November 15, 2019.
Effective Date: November 15, 2019

For historical versions of these Terms, please click here.

Follett Terms of Use & Privacy Policies

Terms Of Use

Effective March 21, 2019
Last Updated January 22, 2020
French translation here

Welcome to the U.S. websites, features, applications, store kiosks, widgets or online services that are owned or controlled by Follett Higher Education Group, Inc., Follett Higher Ed Group, Ltd., Advanced Graphic Products, Inc. (Advanced-Online), Follett School Solutions, Inc., or any affiliate or subsidiary companies ("Follett," "we," or "us"), including, but not limited to, follett.com, efollett.com, bkstr.com, skyo.com, merchorders.com, follettlearning.com, follettclassroom.com, follettcommunity.com, fes.follett.com, gofollett.com, titlewave.com, classbook.com, follettbooks.com, bookvolume.com, DestinyExpress.com, and all other online services or offerings (collectively, "Services") that post a link to these Terms of Use ("Terms"). The Services include the online bookstores operated by Follett on behalf of universities, colleges, high schools and other primary and higher education institutions, online corporate stores operated by Follett on behalf of third party companies, as well as other online resources, Services, community forums, and contests or sweepstakes offered or operated by Follett.

1. Terms of Use:

These Terms apply to all users of the Services, but depending on the Services used by you, not all Terms may applicable. As a user of the Services ("you" or "your"), agree that these Terms are a binding contract that applies to all of your use of the Services and the products you purchase through the Services. You agree that you will comply with these Terms. If you do not agree with these Terms, you should not use our Services. Consent to receive text messages is not a condition of purchase.

These Terms are effective as of the effective date identified above. These Terms are subject to change, so we encourage you to periodically review the Terms posted on the Services. Any changes will be posted on this site and will govern the use of the Services, and purchases made through the Services, after such postings.

Additional or different terms may apply to some offerings on our Services, such as return policies for certain products or Services, contests, or sweepstakes. Those terms will be posted on the Services in connection with the relevant offering. If the other terms are inconsistent with these Terms, the other terms will govern for the relevant offering.

The Services may contain links to goods, services or content, including third-party stores where products may be available for purchase that are not under Follett's control. Follett is not responsible for the content of those offerings and will not be liable for any damages caused by your use of or reliance on such goods and services or content. You should be aware that different terms may apply to your use of those offerings and we are not responsible for purchases you make, and additional or different purchase terms may apply.

2. Restrictions on Use of Services:

By using the Services, you represent to us that you are (1) at least 18 years of age or are using the Services under the supervision of your parent or guardian, (2) able to enter into a binding contract, and (3) using the Services only as they are intended. All other use of the Services is prohibited.

3. Standards of Conduct:

To maintain the integrity of our Services and the user experience of all users of the Services, you agree not to misuse our Services or their content. For example, you must not do (or try to do) any of the following, or encourage or assist others to do any of the following:

- Disrupt or interfere with the normal operation and navigation of the Services or the availability of the Services to other users.
- Circumvent any measures we use to limit access to the Services or particular content available on the Services.
- Access the Services using any unauthorized "robot," "spider," "scraper" or other automated means.
- Use a false name or contact information, impersonate any person or entity, or otherwise misrepresent your identity, affiliation or the origin of materials you transmit.
- Display the Services, or any of their content, in a "frame," in connection with any other content or trademark, or in any other way that could potentially deprive us of revenue or falsely suggest a relationship between us and any third party.
- Make any commercial use of the Services or their content, including collection or use of information concerning our product offerings, descriptions, images, prices and sales volumes.
- Maintain any link to the Services from any commercial website, or maintain any other link that we ask you to remove.
- Transmit to or through the Services any viruses, spyware, adware or other harmful code.
- Disassemble, decompile or otherwise reverse engineer any software or other technology used in or available through the Services.
- Use the Services to advertise or promote any goods or services other than ours.
- Use the Services to transmit or collect personal information about other users.
- Use the Services, or any content from the Services, to advertise or solicit for any other person, entity or cause, or otherwise to compete with us or act illegally or maliciously against our business interests or reputation.

If you violate this Section, we may terminate your access to the Services, take other remedial actions, and seek any remedies permitted by law.

Confidentiality. You may, depending on your relationship with us, your use of the Services, or the types of transactions you engaged in with us,, come into contact with confidential information of Follett, including, but not limited to, trade secrets, methods, details about the Services or products offered, and business or marketing plans ("Confidential Information"). The Confidential Information is owned solely by Follett and is considered to be proprietary and confidential. You agree to hold the Confidential Information in strict confidence and take reasonable measures to keep it secure. Your agreements contained in this paragraph shall survive the termination your account, your use of the Services, and/or the expiration of these Terms.

4. Accounts:

Some of our Services offer you the opportunity to create a user account to access additional functionality such as making online purchases, or may require you to establish a user account to utilize a Service. This Section, "Accounts," establishes additional terms that apply to such accounts.

You may only create and hold one account for each of the Services, and you may not use anyone else's account. When we request information from you to set up an account, you must provide us with accurate and complete information. You also must update your account when information you have provided to us changes. To update your account information, click on the "Account" link or other applicable account settings on the relevant Services.

You are responsible for maintaining the confidentiality of your user account login names and passwords, and you must not permit use of your account by anyone else. You accept responsibility for all activities that occur under your account, including product purchases made using your account. If you have reason to believe that someone is using your account without your permission, you should contact us immediately. We are not responsible for any loss or damage resulting from unauthorized use of your account.

You authorize us to use the contact information you provide us to communicate with you about your orders and our Services and products. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, through posting or email, satisfy any legal requirement that such communications be in writing. You may opt out of receiving marketing e-mails from us by following the opt-out instructions provided to you in those e-mails.

We provide most of our products and services (e.g., Destiny, Aspen, IB Store, Follett Access, Axis 360) to end-users of an organization as a 'data processor' on behalf of our clients (i.e., colleges and universities, school districts, schools, libraries, and businesses). A data controller is a person, company, or other body that determines the purpose and means of personal data processing (this can be determined alone, or jointly with another person/company/body). It also means that **your organization's privacy statement governs** the use of your personal information (instead or ours). Please read your organization's privacy statement. Your organization determines what information we collect through our products, services and how it is used. We process your information according to your organization's instructions and the terms of our contracts with your organization.

We reserve the right to terminate your access to your account at any time, without notice, in our sole discretion for any or no reason, including but not limited to inactivity or misuse. If access to your account is terminated, you may lose access to any information stored in connection with your account, and any promotional account credits and any other forms of value that may be associated with your account. Upon termination, these Terms shall continue to apply to any other use of the Services that you are permitted to make.

You may disable your account at any time by contacting a customer service representative of the applicable Service. Your account will only be disabled after you have returned all books that have been rented to you (if any) and all transactions have been processed including payment of assessed penalties or the cashing of any refund check.

5. Mobile Services:

Some of the Services may have features of the Services targeted to users of wireless devices ("Mobile Features"), including an SMS and/or MMS messaging program ("Messaging Program"). Your wireless provider may charge for use of Mobile Features, including fees for receipt of text messages or data transmission. In order to receive Mobile Features, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Features to determine what fees, if any, will be charged.

By signing up for a Messaging Program, you agree to receive up to five (5) SMS and/or MMS messages per week. We may use autodialer or non-autodialer technology to send the text messages described above to the mobile phone number you use to opt in. Consenting to receive SMS and/or MMS messages is not a condition of purchase. Message and data rates may apply. Depending on your text plan you may be charged by your carrier. The service is a recurring message program.

To stop receiving messages, reply **STOP** to any message received. Once your telephone number is removed from our system, you will receive a final confirmation message and no further messages will be sent to your cell phone or mobile device.

By signing up for a Mobile Service, you agree that we may communicate with you (including, without limitation, by way of third-party messaging services) via SMS and/or MMS messaging to your mobile phone or device, and that certain information about your usage of the Mobile Service may be communicated to us. In the event you change or deactivate your mobile phone number, you agree to promptly update your account information to ensure that our messages intended for you are not sent to the person who acquires your old number. By signing up for a Mobile Service, including any Messaging Program, you agree to all of the other Terms laid out herein, including, but not limited to, Section 13 (Arbitration/Choice of Law) and Section 14 (Disclaimer/Limitation of Liability). You also agree to be bound by our Privacy Policy.

Carriers are not liable for delayed or undelivered messages.

6. Purchases:

Some of our Services offer you the opportunity to order products. This Section, "Purchases," states additional terms that apply to such orders.

Product Availability. Not all products are available in all styles, sizes, and colors.

Pricing and Availability. When you order a product, the price will be made clear during the order process. All prices are in U.S. Dollars, except where otherwise noted. You agree to pay the price that is stated in your order, as well as any applicable taxes and shipping expenses, where applicable. While we try to provide accurate pricing information on our Services, a price stated on a Service occasionally may be in error. If in processing your order we determine that the correct price is less than the stated price, we will charge you the lower price. If we determine that the correct price is higher than the stated price, we are not obligated to fulfill your order at the stated price. We will attempt to notify you using the contact information provided in connection with your order, and we will give you the choice to cancel your order or pay the correct price.

Course requirements (including updated data from publishers and changes in instructor preferences), pricing and availability are subject to change. We cannot guarantee that all items displayed will be in stock at the time of your order. With respect to items rented through our website, we cannot confirm the price of an item until you place an order.

Product Descriptions. We try to be accurate when we describe and depict products on our Services. However, with regard to clothing, certain measures and other descriptions are only approximate. We also cannot guarantee that images we provide will be displayed properly on your device, or that our product descriptions and images, including depictions of color, texture and proportions, will always be complete, reliable, current and error-free. If you purchase a product from one of our Services that you believe is not as described or depicted, you may return it to the extent provided in the applicable return policy described below.

Taxes. Rentals and purchases through the Services may be subject to taxes in certain states. Depending on your state and the nature of the product or service you receive from us, this may be a rental tax, sales tax and/or use tax. Tax rates are different from state to state. You are responsible for paying all such taxes.

Discounts and Promotions. The specific terms of any discounts or other promotions are stated at the time they are offered. Promotions cannot be combined unless we specifically state otherwise. Eligibility for any promotions is determined at the time of your order.

Clearance Items. Products designated as “clearance” items will not return to higher, prior selling prices, but the same items previously may have been offered at or below the current price. Clearance items may (1) be available in limited quantities and sizes, (2) remain on the Services for only short times, and (3) be unavailable in stores. Clearance items are not returnable or refundable.

Ordering. When you click the “Place Order” button on a Service, you make an offer to buy the relevant products. While we may confirm receipt and processing of orders by email, such confirmation does not constitute our acceptance of your order. We cannot guarantee that all items displayed on your order confirmation will be in stock at the time your order is shipped. We reserve the right to reject or cancel any order, in whole or in part, at any time prior to shipping. If we do, we will attempt to notify you using the contact information provided in connection with your order. You agree not to try to exceed stated quantity limits (except where specifically noted), violate the terms of any specific offer or promotion, or place orders through the Services if we have notified you that you are prohibited from placing orders through the Services.

Payment. We accept only the payment methods indicated on the Services. When you provide payment information, you represent that the information is accurate and that you are authorized to use the payment method provided. If your payment method has expired or is otherwise invalid when we try to charge it, you remain responsible for payment, and for all costs we incur in collecting any unpaid amounts, including, but not limited to, attorney and collections fees.

Shipping to our Retail Customers. Shipping options and applicable charges for our retail customers will be stated during the order process. The U.S. Postal Service delivers to P.O. boxes, but this method may delay your order. Please note that Next Business Day and 2nd Business Day shipping options are not available for delivery to P.O. boxes. For some campus or corporate on-site stores, items ordered online can be shipped to the store for free. Where available, the Delivery Options page will offer the option of “Store Pickup.” We will send you emails with updates on your order's status as they become available. Additional charges may apply for shipments to Alaska and Hawaii.

Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we will cancel your order and attempt to notify you using the contact information provided in connection with your order. Legal title to products, and the risk of loss or damage to the products is transferred to you when products are provided to the carrier. You will be responsible for filing any claims with the carrier for damaged and/or lost shipments.

Shipping to our Wholesale Customers. Shipping to our institutional wholesale customers shall be subject to the terms disclosed to you at the time of purchase or by the terms mutually agreed upon in writing by you and Follett.

International Shipping. Shipping to addresses outside the U.S. is available on a limited basis and may be subject to additional terms, fees, and restrictions. Such information will be provided during the checkout process. If you have any questions or require additional information about shipping to addresses outside the U.S. please contact us using the information in Section 17 below.

Returns. We hope you are happy with the products you purchase. However, most items we sell may be returned to us under certain circumstances, as explained in the return policy posted on the relevant Services. We reserve the right to refuse to issue a refund or credit, and the right to recover the cost of return delivery from you, if any product you return (1) is not eligible for return, in accordance with the relevant return policy or the terms of any specific offer or promotion, or (2) is found to have suffered damage after delivery to you, including as a result of having been misused by you. We take legal title to returned products only after they arrive and are processed at our designated returns location.

Return terms and policies may vary by Service (including by bookstore or corporate store). Please check the return policy of the Service where you are making a purchase for additional details. Where the Return terms and policies are different for a particular Service or bookstore or corporate store from what is state above in these Terms, those specific Return terms and policies will control.

Higher Education Customer Service Team contact: customerservice@efollett.com, or call 1-800-381-5151
Follett School Solutions (K12) Customer Support: 1-888-511-5114

Gift Certificates. Gift certificates purchased through the Services will be considered to have been purchased in and issued from the State of Illinois. Title and the risk of loss to such gift certificates pass to the purchaser upon our electronic transmission to the recipient.

7. Follett Brand-Specific Terms

Follett School Solutions. Notwithstanding anything to the contrary set forth herein, the following shall apply to any orders submitted through a Follett School Solutions website. Upon shipment of your ordered items or completion of ordered services, Follett will issue you an invoice that will be payable net thirty days. Unless otherwise indicated, all prices are in U.S. dollars. Software products are sold subject to their applicable Software License Agreement. Hardware, scanners, scanning supplies and related products are sold subject to the manufacturer's warranty (if any) enclosed in manufacturer's packaging, unless an extended maintenance agreement has been purchased above and beyond the manufacturer's warranty. Follett reserves a purchase money security interest in any goods ordered on our site until such goods are paid for in full. All delivery is FOB your location. Prices are Follett's net prices to schools and libraries and are subject to change. Applicable sales tax will be added to your invoice unless you submit evidence of tax exemption. Stated shipping times and delivery estimates are only estimates and are not binding. If a product becomes unavailable between ordering and processing, we may substitute with a comparable product and process the remainder of your order.

Follettbooks.com. Notwithstanding anything to the contrary set forth herein, the following terms shall apply to users of follettbooks.com:

By submitting an order on follettbooks.com, you authorize Follett to invoice and ship you those items in your order confirmation available at the time of shipment at Follett's then current price, which may or may not match the quantity or pricing shown in your order confirmation. In addition, by submitting an order on follettbooks.com, you represent and warrant that you are reselling the items ordered and will provide Follett with a reseller's certificate upon request. You agree to bear responsibility for any taxes incurred by Follett as a result of your failure to provide such a certificate.

The pricing and availability of books shown on follettbooks.com are estimates only and subject to change at any given time. A statement showing the quantity of a particular title or titles does not necessarily reflect the total quantity in Follett's inventory, but rather the maximum quantity Follett is able to offer you for sale at the time you place your order.

BookVolume.com. Notwithstanding anything to the contrary set forth herein, the following terms shall apply to users of BookVolume.com ("BookVolume"):

Nature of Services. The Services provided by BookVolume are based on information retrieved from external sales venues such as Amazon.com and Half.com. Follett does not provide a guarantee that the information gathered from these venues is reliable in any way. It is your sole responsibility to validate all items for purchase before proceeding with checkout and payment.

Use of Services. You hereby authorize Follett to search for books and other media items on your behalf. Furthermore, you authorize Follett to keep historical records of purchases made through the BookVolume Service for an indefinite period.

Login and Security.

- In order to register for the BookVolume Services, you must select login names for each account user. Upon providing a login name for any account user, you agree that you are authorizing such person to access and utilize your BookVolume account. You may terminate any authorized persons access to and/or use of your BookVolume account by providing notice to info@bookvolume.com. Such notice will be effective upon written confirmation by Follett, via email, of receipt.
- You agree that you are solely responsible for the activity of all persons you have authorized to access and utilize your BookVolume account. Strict confidentiality of all passwords, secret questions and login names is your sole responsibility.
- You further agree not to provide access to your BookVolume account by (a) allowing others to use your account after you log in, whether intentionally or otherwise; (b) creating an account for someone who is not authorized to perform the role or view the information for which you have granted access; or (c) failing to revoke access for those who are no longer authorized to access your account for any reason.
- You agree to immediately notify Follett of any unauthorized access to or from your BookVolume account.

No Liability. You acknowledge and agree that Follett is not liable for any purchases made that were accidental or otherwise unwanted for any reason. This includes but is not limited to all books and other media items purchased from lists residing on Follett's servers. Furthermore, you acknowledge and agree that Follett is not liable for damages resulting from its use or access, or any third parties use of or access, to your BookVolume account, whether or not such access and/or use is with or without your knowledge or consent.

Billing.

- All invoices for BookVolume Services will be considered final ninety (90) days from the date such invoice is delivered to you, whether such delivery is by e-mail or otherwise. You agree not to make any claims related to billing errors after such ninety (90) day period expires.
- You agree to immediately notify Follett of any changes related to your account with BookVolume, including, without limitation, changes in your billing address or applicable credit card used for billing purposes.

Suspension/Termination. Follett reserves the right to discontinue or suspend the BookVolume Services and/or your BookVolume account at any time, with or without cause and with or without prior notice. Upon any such suspension or termination, you will be responsible for payment of current charges up to and including the day of termination.

8. Community Forums and User Content:

Some of our Services offer you the opportunity to provide comments or otherwise transmit material through our Services (collectively, "Community Forums") including, but not limited to, follettcommunity.com, follettchallenge.com, and Follett official social media accounts on Facebook and Twitter. Information that you provide to us, other than product orders and personal information, is referred to in these Terms as "User Content." Profile information provided with registration for the Community Forums (e.g. name) may be displayed with the content. This Section 8, "Community Forums and User Content," states additional terms that apply to User Content.

When you provide User Content, you grant us a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, fully sub-licensable license to use, reproduce, create derivative works of, distribute, perform, display and in any other way exploit the User Content by any means now known or developed in the future, and for any purpose, including for developing, manufacturing, and marketing products and in advertising. You agree that (1) User Content is not being provided to us in confidence; (2) there is no confidential or fiduciary relationship between you and us; and (3) you have no expectation that we will review, acknowledge or compensate you for your User Content.

To avoid the possibility of misunderstandings, our policy is not to accept creative ideas, product designs, proposals, business plans or similar materials provided as User Content. Please do not provide us with such materials. If you nonetheless do so, the immediately preceding paragraph will apply.

You bear all responsibility for your User Content. You agree not to provide User Content that (1) violates applicable law; (2) is harmful, abusive, offensive, false, threatening, disparaging, defamatory or racist; (3) promotes violence or unlawful activity; (4) violates any person's or entity's legal rights (including intellectual property, privacy and publicity rights); or (5) purports to speak on behalf of us. When you provide User Content, you represent that you have the right to provide it to us and that it is not inaccurate, false or misleading.

We may refuse or remove User Content without notice to you. We may monitor User Content but are not required to do so. You agree that we will not be liable for any loss or damage resulting from your User Content or similar submissions made by other users.

9. Contests and Sweepstakes:

We may offer sweepstakes or contests, which may be hosted by or offered in conjunction with third parties. Additional or different terms may apply to such contests or sweepstakes. The relevant terms will be posted where information is collected to enter into the contest or sweepstakes. If the other terms are inconsistent with these Terms, the other terms will govern for that contest or sweepstakes.

10. Changes to Services:

We reserve the right to take any of the following actions in our discretion at any time, and without giving you prior notice:

- Change or discontinue the Services, and the products and promotions offered on the Services.
- Limit the availability of products.
- Change the prices of products.
- Impose conditions on product sales and promotions.
- Restrict or terminate your access to the Services.

We will not be liable to you or any third party for taking any of these actions.

11. Copyright, Trademarks, and other Intellectual Property:

We grant you a limited non-exclusive, non-transferrable license to access and use our Services for your personal, non-commercial use only in accordance with these Terms. Any commercial use; any unauthorized use of a "robot," "spider," "scraper" or other automated means; use in violation of the policy of any school represented on the Services; or use for data collection and/or profit is not allowed.

This license authorizes you to view, download, print, and access video, audio, graphics, photos, text, special features, and/or messages (collectively "Content") via the Services in accordance with the terms of this Agreement during the timeframe in which your account is active and for the duration of the

access window for each individual Content item. Unless you are otherwise authorized by Follett to do so, you agree not to (1) archive, store in a database or otherwise copy any part of the Services or their content; (2) modify or otherwise create derivative works of the Services or their content; (3) distribute or otherwise disseminate any part of the Services or their content; and (4)

Follett Corporation
3 Westbrook Corporate Center
Westchester, IL 60154

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RENEWAL QUOTE

Follett

Page	1
Quote#	7560553
Issue Date	03/10/2021
Expiration Date	06/30/2021
Customer#	0408098
Customer	CARMEL SCH DIST

CARMEL SCH DIST
PO BOX 222700
CARMEL CA 93923

Quote Summary	Payable in USD
Quote Total	**$5,212.50**

Applicable taxes are NOT included
Service Expiration Dates are displayed at each line item below

Mail Purchase Order with Quote or include Quote number on Purchase Order

Mail Payment (Check)
Follett School Solutions, Inc.
91826 Collection Center Drive
Chicago, IL 60693 USA

Follett School Solutions, Inc.
1340 Ridgeview Drive
McHenry, IL 60050 USA
Email: FSSorders@follett.com

Quote Details

Item Number / Description		Renewal Months	Current Expiration Date	New Expiration Date	Amount
CAPTAIN COOPER ELEM SCH - 0403409					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2021	06/30/2022	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2021	06/30/2022	$150.00
				Site Total	**$1,042.50**
CARMEL HIGH SCH - 0403411					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2021	06/30/2022	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2021	06/30/2022	$150.00
				Site Total	**$1,042.50**
CARMEL MDL SCH - 0403413					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2021	06/30/2022	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2021	06/30/2022	$150.00
				Site Total	**$1,042.50**
CARMEL RIVER SCH - 0403414					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2021	06/30/2022	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2021	06/30/2022	$150.00
				Site Total	**$1,042.50**
TULARCITOS ELEM SCH - 0403415					
48206P	DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2021	06/30/2022	$892.50
67058P	TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2021	06/30/2022	$150.00
				Site Total	**$1,042.50**

If you have any questions about this quote, please contact us:
US:708-884-5100 or email softwarecs@follett.com
Canada:877-857-7870 or email canada@follett.com
Outside the US or Canada: email international@follett.com

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RENEWAL QUOTE

Page	2
Quote#	7560553
Issue Date	03/10/2021
Expiration Date	06/30/2021
Customer#	0408098
Customer	CARMEL SCH DIST

End of Quote

If you have any questions about this quote, please contact us:
US:708-884-5100 or email softwarecs@follett.com
Canada:877-857-7870 or email canada@follett.com
Outside the US or Canada: email international@follett.com

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Terms and Conditions

SUBSCRIPTION SERVICES AGREEMENT

Last Updated: 8/15/20

THIS SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR USE OF THE SERVICES EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, A SCHOOL, SCHOOL DISTRICT OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO THE ENTITY ON WHOSE BEHALF YOU ARE ACTING. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES

This Agreement is effective between You and Us as of the date of You accepting this Agreement (the "Effective Date").

1. **DEFINITIONS**

"Administrators" mean the Subscriber-designated technical personnel that administer the Services on Subscriber's behalf including, as

applicable, the right to access, monitor, use, or disclose Service Configuration Data to Authorized Users.

“Applicable Law(s)” means all federal, national state, and local laws, rules, and regulations including, without limitation, those laws and regulations relating to student privacy and data privacy such as the Family Educational Rights and Privacy Act (31 U.S.C.A. §1232 et. seq.) (“FERPA”), and the Children’s Online Privacy Protection Act (13 U.S.C.A §1301 et. seq.).

“Authorized User” means an employee of Subscriber, an individual consultant engaged by and acting under the direction and control of Subscriber, or any parent or guardian of a Student, who is designated by Subscriber as having the right to use the Services.

“Cloud Platform for Education” or “Cloud Apps for Education” means the chosen Cloud Platform(s) of the Subscriber – Google Apps for Education or Microsoft Office 365 Education.

“User Content” means any content and associated metadata, such as assignments, lesson plans and other content that the Teachers and Students create, post, store and transmit through the Subscriber’s Cloud Apps domain.

“Fee(s)” means the Subscription Fee and all other fees payable or paid for other services purchased pursuant to an Order Page.

“Hāpara,” “We,” “Us,” or “Our,” means Hāpara, Inc.

“Initial Term” means the term that commences on the Effective Date and continues for at least one (1) year, as set out in the Order Form.

“Intellectual Property” or “Intellectual Property Rights” means all inventions and/or works and any and all rights under U.S. and/or foreign patents, trade secrets, know-how, copyrights, and other industrial or intangible property rights of a similar nature; all rights pursuant to grants and/or registrations worldwide in connection with the foregoing and all other rights with respect thereto; all rights under

applications for any such grant or registration, all rights of priority under international conventions to make such applications and the right to control their prosecution, and all rights under amendments, continuations, divisions and continuations-in-part of such applications; and all rights under corrections, reissues, patents of addition, extensions and renewals of any such grant, registration and/or right.

“Order Page” means an order that Subscriber completes to sign up for the Services, which may be online, submitted via facsimile or attached to this Agreement, and sets forth: (i) the Services; (ii) Fees, and the applicable form of payment (e.g., a valid credit card); (iii) number of Students, (iv) the Initial Term; and (iv) Subscriber Domain Names.

“Products” means one or more proprietary software applications and related technology used by Hāpara to provide the Services to Subscribers during the Term.

“Reseller” means an agent authorized by Hāpara to resell Services to Subscriber.

“Services” means the Services provided by Hāpara and used by Subscriber under this Agreement.

“Service Configuration Data” means any configuration data, files, text, and any other information that is required to configure and operate the Services, excluding Student Data.

“Student” means a student enrolled by the Subscriber and designated by the Subscriber to be included in the Services.

“Student Data” means the Student content and related metadata, and Student personally identifiable information.

“Subscriber,” “You” or “Your” means the company or other legal entity for which you are accepting this Agreement.

“Subscriber Domain Names” mean the Cloud Apps for Education domain names owned or controlled by Subscriber, which will be used in connection with the Services and specified in the Order Page.

“Subscriber Users” means the Authorized Users and Administrators designated by Subscriber from among its teachers and staff to use and administer the Services on behalf of Subscriber.

“Subscription Fee” means the amounts invoiced to Subscriber by Hāpara or Reseller for the Services as described in an Order Page.

“Teacher” means a teacher employed by the Subscriber and designated by the Subscriber to be included in the Services.

“Teacher Data” means the Teacher content and related metadata, and name and Cloud Apps (work) email address.

“Term” means the applicable Initial Term and all renewal terms for the applicable Services.

“Third Party” means any entity, organization or individual except Hāpara, Reseller or Subscriber.

“Work Product” means any and all data (other than Service Configuration Data), information, materials, inventions, computer programs and computer software (including, without limitation, all source code), designs, specifications, schematics, production formats, production processes, production design processes and formulae, development tools, inventions, ideas, concepts, know-how, techniques, flow charts, outlines, lists, compilations, writings and pictorial materials, and all documentation, materials, code and media constituting, describing or relating to the foregoing including, without limitation, manuals, memoranda, records and deliverables.

2. **LICENSE GRANT**

2.1 Subject to the terms and conditions of this Agreement, Hāpara hereby grants to Subscriber during the Term a limited, non-exclusive, non-transferable (except as permitted under Section 10.2 below) license, without the right to grant sublicenses, to access the Products remotely via the Internet solely for the purpose of using the Services

(the “License”). Pursuant to the License, Subscriber shall have the right to designate the number of Students and/or devices. The applicable Subscription Fees shall be as set forth in Order Page.

Subscriber shall also have the right to designate Subscriber Users, subject to the functionality constraints of the Services. You are solely responsible for ensuring that Subscriber Users are legally permitted under Applicable Law(s) to access and use Student Data. Hāpara shall have no liability for any unauthorized access to Student Data. Hāpara may make additional, optional add-on services available to Subscribers for a Fee from time to time during the Term.

2.2 Subscriber shall be solely and exclusively responsible for: (i) compliance with this Agreement by all Subscriber Users; (ii) the accuracy and quality of the Service Configuration Data and the User Content, (iii) using commercially reasonable efforts to prevent unauthorized access to or use of the Services, the Products and the Hāpara Intellectual Property, and for notifying Hāpara promptly of any such unauthorized access or use thereof, (iv) using the Services, Products and Hāpara Intellectual Property strictly in accordance with Applicable Laws, (v) as required by Applicable Law, notifying Students, parents and guardians, and obtaining and maintaining informed consents from Students, parents and guardians, to permit (a) Subscriber to purchase and use the Services including, without limitation, permitting Subscriber to access, monitor and use the Service Configuration Data and the User Content, and to disclose the Service Configuration Data and the User Content to Subscriber Users, and (b) Hāpara to exercise its license rights and provide the Services to Subscriber in accordance with this Agreement, (vi) obtaining and maintaining all computer hardware, Internet access and Internet services, including Cloud Apps for Education, and other equipment and/or services needed to access and use the Services properly and all costs and fees associated therewith, and (vii) complying with all applicable Third Party agreements including, without limitation, “Cloud Apps for Education Agreement” for the Term of the Agreement.

2.3 Subscriber will not (and shall ensure that the Subscriber Users and any Third Parties do not): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Services, the Products or the Hāpara Intellectual Property; (ii) modify, adapt, or translate the Services, the Products or the Hāpara Intellectual Property; (iii) make any copies of the Services, the Products, or the Hāpara Intellectual Property; (iv) resell, distribute, or sublicense the Services, the Products or the Hāpara Intellectual Property; (v) make the Services, the Products or the Hāpara Intellectual Property available on a "service bureau" basis, or otherwise allow any Third Party to use or access any of the foregoing; (vi) remove or modify any proprietary marking or restrictive legends placed on the Services, the Products or the Hāpara Intellectual Property; (vii) use the Services, the Products or the Hāpara Intellectual Property in violation of any Applicable Laws or for any purpose not specifically permitted in this Agreement; or (viii) introduce into the Services, the Products or the Hāpara Intellectual Property any software, virus, worm, "back door," Trojan Horse, or similar harmful code. Subscriber may not use or access the Services if Subscriber is Our direct competitor, except with Our prior written consent. In addition, Subscriber may not access the Services for purposes of monitoring performance or functionality, or for any other benchmarking or competitive purposes.

2.4 As between the parties, Subscriber and/or the applicable Authorized User retains all rights, title, and interest in and to the Service Configuration Data and User Content. Subscriber hereby grants to Hāpara a) licenses in and to such Service Configuration Data; b) access to Subscriber domains named by the Subscriber Domain Names as necessary for Hāpara to provide the Services and perform its obligations hereunder; and c) a non-exclusive, royalty-free license to modify, compile, combine with other content and data, copy, record, synchronize, format, and index the User Content and display, perform, and make it available to others through the Services on the Products designated by the Authorized Users. Upon expiration or termination of this Agreement, Hāpara shall cease accessing the

Service Configuration Data, Subscriber Domain Names and User Content.

2.5 Subscriber is responsible for creating Cloud Accounts for all Authorized Users and for providing the details of those Cloud Accounts to Hāpara. Hāpara will then provide access to and use of the Services for Authorized Users with properly obtained Cloud credentials (an "Account"). The Subscriber is solely responsible for the confidentiality and use of the Authorized Users' Accounts, Usernames and Passwords, as well as for any use, misuse, or communications using one or more of them. Hāpara and Reseller will not be liable for any loss or damage caused by any unauthorized use of Accounts, Passwords or Usernames.

2.6 The parties acknowledge and agree that, as a result of negotiating, entering into, and performing this Agreement, each party (the "Receiving Party") has and will have access to certain confidential information ("Confidential Information") of the other party (the "Disclosing Party"). "Confidential Information" means all information provided by the Disclosing Party to the Receiving Party hereunder that is related to (i) the past, present and future business activities of the Disclosing Party; (ii) the Disclosing Party's business plans, pricing, financial information, methods, processes, code, data, information technology, network designs, and any Third Party data, information, materials, software, products or services that the Disclosing Party has agreed to maintain in confidence; (iii) the terms of this Agreement that are not made public by the publication of this Agreement ; and (iv) any other information that is designated as confidential by the Disclosing Party. For avoidance of doubt, Hāpara Confidential Information includes the Services, the Products and the Hāpara Intellectual Property. Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a Third Party without any obligation of confidentiality; (iii) already in Receiving Party's possession prior to the date of receipt from Disclosing Party without any obligation of confidentiality; or (iv) independently

developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party's Confidential Information other than as necessary to perform its obligations under this Agreement, and (3) not disclose, distribute, or disseminate the Disclosing Party's Confidential Information to any Third Party except to its Authorized Users on a "need to know basis;" provided that each Authorized User is bound by confidentiality obligations at least as restrictive as those contained in this Agreement.

3. **FINANCIAL TERMS**

3.1 As consideration for the License and the Services, Subscriber will pay Hāpara or, at Hāpara's discretion noticed on the Order Page, pay Reseller, the Fees set forth on the applicable invoice within thirty (30) days of the invoice date. Unless otherwise mutually agreed in writing, Subscription Fees shall be invoiced annually in advance based on the number of Students and/or devices selected by Subscriber, and are not refundable under any circumstances. If Subscriber exceeds the number of Student and/or devices subscribed, then Subscriber shall pay Subscription Fees for the additional Students and/or devices at the rate or rates set forth in Hāpara's schedule of fees . Unless otherwise agreed in invoice, all amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

3.2 The Fees do not include applicable transaction taxes. If Hāpara or Reseller is required by Applicable Laws to pay any federal, state, county, local, or value added tax, sales and use tax, goods and services

tax, or similar applicable taxes based on this Agreement, Hāpara shall ensure that such taxes are invoiced to Subscriber in accordance with applicable rules so as to allow Subscriber to reclaim such value-added and/or similar tax from the appropriate government authority. Nothing in this Agreement, however, shall require Subscriber to pay any payroll, franchise, corporate, partnership, succession, transfer, income, excise, profits, or income tax of Hāpara or Reseller.

4. **TERM AND TERMINATION**

4.1 This Agreement commences on the Effective Date and continues until terminated as set forth herein.

4.2 This Agreement will automatically renew for additional periods of one (1) year (each, a "Renewal Term") at the end of the Initial Term and each Renewal Term. You will be invoiced for Hāpara's then current annual Subscription Fee for each Renewal Term. If You do not wish to renew Your subscription, You must provide Us prior, written notice at least 30 days before the end of the Initial Term, or any Renewal Term.

4.3 Termination.
(a) Either party may terminate this Agreement on 60 days prior, written notice to the other party.
(b) In the event of a material breach of this Agreement by a party, the other party may terminate this Agreement by giving 30 days prior, written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach before the expiration of such 30 day period. In any event, if Subscriber materially breaches Section 2.3 , then Hāpara may terminate this Agreement immediately upon written notice to Subscriber.
(c) Either party may immediately terminate this Agreement on notice to the other party if the other party becomes insolvent, is unable to pay its debts as they mature, files for bankruptcy protection, is forced into bankruptcy, is placed under receivership, or makes a general assignment for the benefit of its creditors.

4.4 Effect of Termination or Expiration. In the event of any termination or expiration of this Agreement:
(a) Subscriber will promptly pay Hāpara for all amounts payable hereunder as of the effective date of termination or expiration;
(b) all rights and licenses granted hereunder will immediately cease;
(c) Subscriber will immediately cease all access and use of the Services and the Products, and Hāpara will immediately cease accessing the Service Configuration Data and the User Content.

4.5 The following provisions will survive any termination or expiration of this Agreement: 3.1, 5, 6, 7, 8, 9, and 10.

5. **Hāpara INTELLECTUAL PROPERTY**

5.1 As between Hāpara and Subscriber, Hāpara shall own all right, title, and interest in and to (i) its pre-existing Intellectual Property, (ii) the Services and the Products including, without limitation, all source code, object code, operating instructions, and interfaces developed for or relating to its Intellectual Property, the Services and Products, and (iii) all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, improvements, and derivative works of the foregoing, and all Intellectual Property Rights therein (the "Hāpara Intellectual Property"). Subscriber hereby irrevocably assigns to Hāpara each and every right, including all Intellectual Property Rights (and shall cause the Subscriber Users, and any entity or individual employed, engaged, or otherwise under contractual duty to Subscriber, to assign to Hāpara) that it or they may have in any of the Hāpara Intellectual Property. Upon Hāpara's request, Subscriber will execute and deliver such instruments of transfer and other documents to effect, complete and confirm such assignment and acknowledges and agrees to take all appropriate steps to secure for Hāpara the rights and benefits of Hāpara in and to the Hāpara Intellectual Property (and shall cause the Subscriber Users, and any entity or individual employed, engaged otherwise under contractual duty to Subscriber to do so as well).

5.2 Except for the License, nothing contained in this Agreement or otherwise shall be construed to grant to Subscriber any right, title, license or other interest in, to or under any Hāpara Intellectual Property (whether by estoppel, implication or otherwise). Subscriber shall not challenge, or assist any person or entity in challenging, Hāpara right, title, and interest in the Hāpara Intellectual Property.

6. **REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

6.1 Each party represents and warrants that: (i) it has the full right, power, and authority to enter into this Agreement, to complete and discharge its obligations hereunder, and to grant the licenses and rights granted hereunder, and (ii) it does and will continue to comply with all Applicable Laws. Subscriber represents and warrants to Hāpara that it is an accredited educational institution under all Applicable Laws.

6.2 EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, THE SERVICES, PRODUCTS AND OTHER MATERIALS PROVIDED HEREUNDER, ARE PROVIDED "AS IS" AND "AS AVAILABLE." Hāpara DOES NOT MAKE, AND SUBSCRIBER EXPRESSLY WAIVES, ANY AND ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. To the extent that a party may not as a matter of Applicable Law disclaim any implied warranty, the scope and duration of such warranty will be the minimum permitted under such law.

7. **LIMITATION OF LIABILITY**

7.1 IN NO EVENT SHALL Hāpara BE LIABLE TO SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY (NOR TO ANY

PERSON CLAIMING RIGHTS DERIVED FROM SUBSCRIBER, SUBSCRIBER USERS, STUDENTS, OR ANY THIRD PARTY) FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST REVENUES OR PROFITS, LOSS OF GOODWILL OR REPUTATION, BREACH OF PRIVACY OR SECURITY) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER Hāpara KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF.

7.2 Hāpara MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY, BREACH OF WARRANTY OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE SUBSCRIPTION FEES PAID TO Hāpara OR ITS RESELLER BY SUBSCRIBER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES, PLUS THE TOTAL AMOUNT OF ANY SUBSCRIPTION FEES PAYABLE UNDER THIS AGREEMENT TO Hāpara OR ITS RESELLER BY SUBSCRIBER BUT ARE UNPAID AT THE TIME OF THE CLAIM.

7.3 IN NO EVENT SHALL Hāpara BE LIABLE FOR DAMAGES ARISING FROM ANY OUTAGES OR MALFUNCTION OF ANY THIRD PARTY SERVICES (e.g., CLOUD OR NETWORK INFRASTRUCTURE OUTAGES, CHANGES TO CLOUD APPS, OR ANY CLOUD SERVICES).

7.4 THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION ARE REASONABLE AND THAT THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN Hāpara AND SUBSCRIBER, AND THE PARTIES HAVE RELIED UPON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. THE REMEDIES PROVIDED TO SUBSCRIBER IN THIS AGREEMENT ARE EXCLUSIVE. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **INDEMNIFICATION**

8.1 Hāpara will, at its own expense, defend any Third Party claim, action or proceeding against Subscriber and its officers, directors, employees, and agents (each, a "Subscriber Indemnitee") solely from and against any and all final judgments and settlement payments (collectively, "Losses") incurred by such Subscriber Indemnitees to the extent such Third Party claim arises from or relates to, an allegation that the Products infringe any United States registered patent or copyright, or misappropriates Third Party trade secrets (except to the extent covered by the indemnity under Section 9.4 below).

8.2 Hāpara shall not be obligated under Section 8.1 to the extent (i) the Loss arises from or is based upon use by Subscriber or any Subscriber User of (a) the Products or Services in a manner for which they were not intended; or (b) any unauthorized enhancements, modifications, alterations, or implementations of the Products or Services; or (ii) the claim arises from use of the Products or Services in combination with unauthorized modules, apparatus, hardware, software, or services; or (iii) the claim arises from any use of the Products or Services that violates this Agreement or any Applicable Law of any governmental authority or self-regulatory agency or authority; or (iv) the claim arises from any use of the Products or Services for which they were not designed.

8.3 In the event that Hāpara reasonably determines that the Products are likely to be the subject of a claim under Section 8.1, Hāpara shall have the right (but not the obligation), at its own expense and option, to: (a) procure for Subscriber the right to continue to access and use the Products pursuant to the License for the remainder of the then-current Term, (b) replace the infringing components of the Products with other components with the same or similar functionality; or (c) suitably modify the Products so that they are non-infringing. If none of the foregoing options are available to Hāpara on commercially reasonable terms, Hāpara (A) may terminate this Agreement without

further liability to Subscriber, and (B) refund to Subscriber an amount equal to a pro rata portion of the Subscription Fees prepaid by Subscriber (calculated on a 5 year straight line basis commencing on the Effective Date of this Agreement). This Section 8.3, together with the indemnity provided under Section 8.1, states Subscriber's sole and exclusive remedy, and Hāpara's sole and exclusive liability, regarding any and all infringement or misappropriation of any Intellectual Property Rights of any Third Party arising from, or related to, the Products, the Services or this Agreement.

8.4 Subscriber will indemnify, defend, and hold harmless Hāpara and its respective officers, directors, employees, and agents (each, an "Hāpara Indemnitee") from and against any and all Losses incurred by such Hāpara Indemnitees in connection with any Third Party claim to the extent arising from, alleging or relating to (i) any data, information or materials provided by Subscriber hereunder, including, without limitation, the Service Configuration Data, and the Authorized User Content when used in connection with the Services or the Products: (a) infringes or misappropriates any United States patent, copyright, trade secret, or other Intellectual Property Rights of any Third Party (except to the extent covered by the indemnity under Section 8.1 above), or (b) violates any Applicable Laws, (ii) Subscriber's actual or alleged violation of Applicable Law, or breach of this Agreement.

8.5 An indemnified party shall give an indemnifying party written notice as soon as reasonably possible after its receipt of any claim for which it would be indemnified pursuant to this Section. An indemnifying party shall have the right to control and direct the defense of such claim. Upon request, the indemnified party shall cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party and its attorneys in the investigation, trial and defense of such claim, and any appeal arising therefrom. An indemnifying party shall not agree to any settlement or consent to judgment that requires any admission of liability or payment of monies by an indemnified party without such party's prior written consent. An indemnified party shall have the right, at its

expense, to retain counsel and participate in defense of the claim strictly on a monitoring basis.

9. **WORK PRODUCT; OWNERSHIP**

9.1 During the Term, Reseller and/or a Subscriber may request that Hāpara develop Work Product in connection with the Services. The Services do not include such professional services, which may be available from Hāpara or its designee, at their sole discretion, pursuant to a separate professional services agreement.

9.2 Neither party shall have any rights to any domain name, internet addresses or related registrations of the other party.

10. **GENERAL PROVISIONS**

10.1 Each party is an independent contractor of the other party. Nothing herein will constitute a partnership between or joint venture by the parties, or constitute either party the agent of the other.

10.2 Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, upon written notice to the other party and without the consent of the other party, assign or otherwise transfer this Agreement: (i) to any of its affiliates or (ii) in connection with a change of control transaction (including, by way of example and not of limitation, merger, acquisition, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise), provided that in the case of a change of control of Subscriber, the acquiring company is not a competitor of Hāpara. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

10.3 Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

10.4 This Agreement, and any disputes directly or indirectly arising from or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law.

10.5 Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (a) Subscriber is permitted to state publicly that it is a customer of the Services, and (b) Subscriber consents to Hāpara's use of Subscriber's name in a general customer list, but only if Subscriber is not the only Subscriber appearing on the list. For clarification, Subscriber does not need to seek approval from Hāpara if Subscriber is repeating a public statement that is substantially similar to a public statement that has been previously approved by Hāpara in accordance with the provisions of this Agreement.

10.6 The parties hereby consent and agree to the exclusive jurisdiction of the state and federal courts located in Delaware for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this Agreement.

10.7 No modification of or amendment to this Agreement will be effective unless in writing signed by authorized representatives of both parties. The rights and remedies of the parties to this Agreement are cumulative and not alternative. No waiver of any rights is to be

charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect, and, if legally permitted, such offending provision will be replaced with an enforceable provision that as nearly as possible effects the parties' intent.

10.8 This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes (i) all prior agreements and commitments with respect thereto, and (ii) any different or additional terms or conditions contained in any purchase order, agreement, or any other document or understanding, whether written or oral. There are no other oral or written understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.



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HMH Standard PreK-12 Terms of Purchase

The following HMH Standard PreK-12 Terms of Purchase apply to the purchase of all HMH **Physical Products**, **Digital Products**, **Connected Products,** **Services** and **Pilots**. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that HMH is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

The **Privacy Policy for HMH PreK-12 Products** governs all HMH Products in relation to privacy matters and is incorporated herein.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

1. CONTRACT. The ordering or acceptance of any **Products** purchased from Houghton Mifflin Harcourt or its applicable subsidiaries or affiliates (collectively, "HMH") by any **Customer** shall constitute an agreement to these standard terms and conditions (the "General Terms"). These General Terms, together with any other applicable terms, as specified below, any terms and conditions published by HMH in the applicable HMH catalog, the **Order Document(s)** (if applicable to Customer's purchase) and/or any other terms and conditions, attachments or exhibits associated with the purchased Products (collectively, the "Terms") constitute the entire agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Customer. Any contrary or inconsistent terms appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on HMH.
2. PURCHASE AUTHORIZATION; SOLVENCY. By ordering Products, Customer represents and warrants that it has complied with any and all of its own

requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products. Further, by ordering and accepting delivery, Customer represents to HMH that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, HMH shall have the right to stop shipment of any and all Products en route and Customer shall immediately return all such Products actually received to HMH. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

3. ACCEPTANCE, PRICES, CANCELLATIONS, AND TERMS. Orders are subject to acceptance and availability. HMH's list prices and other terms shown are subject to change without notice. HMH may make changes in quantities, casepacks, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time. Any changes to orders requested by Customer may be approved or rejected in HMH's sole and absolute discretion. In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion.
4. BILLING AND PAYMENT. All amounts owing from Customer to HMH with respect to any Products purchased from HMH are subject to timely payment due within thirty (30) days of the date set forth on HMH's invoice. Accounts must be current before subsequent deliveries will be made or Services will be delivered. Customer credit limits may be established and modified by HMH in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by HMH in a valid credit memo, Customer may not charge back to HMH or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. HMH shall process any credit to Customer's account in accordance with HMH's standard practices and procedures. All claims relating to any delivery and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.
5. TAXES. Where appropriate, Customer shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale, and listing Customer's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes. Where applicable, all prices and payments for Products are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use,

value-added and other taxes, customs duties and similar tariffs and fees, other than taxes imposed on HMH's net income.

6. SHIPPING; HANDLING; RISK OF LOSS. Unless otherwise expressly indicated on the face of an order, the shipping term for all deliveries is F.O.B. HMH's shipping point (whether to an HMH or third-party facility). Risk of loss and title is passed to Customer upon transfer of the Physical Products to the carrier. Shipping costs quoted are estimates and may vary from the actual costs. Unless otherwise agreed, the cost of shipping is calculated by taking the Physical Product price and adding 10.5%. Minimum charge is $10.00. HMH will ship Physical Products using its established methods of packing and transportation, except as otherwise instructed by Customer and agreed to by HMH. If Customer requires other packing or preparation, Customer will pay the additional costs. In the event that Customer requests to pick up its own deliveries of Physical Products by its own carrier, Customer must pay 5% of the value of the order as a handling fee. In addition, the pickup must occur within 48 hours of confirming the date and time of pickup or HMH will ship and charge standard shipping and handling rates to a maximum of 10.5%. Customer assumes full liability for the materials upon freight leaving our distribution center dock.
7. REJECTION. Customer may, immediately on receipt of any incorrect titles or damaged or defective Products, or if Products are not as described, reject and return them to HMH, with authorization from HMH and at HMH's expense. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization. Shortages, damaged Products or incorrect titles must be reported within thirty (30) days of delivery. In the event of a shortage, HMH shall ship the items or credit Customer's account for the shortfall. For damaged Products, HMH shall pick up the Products and issue an appropriate credit or ship replacement Products. For Products showing visible damage on the shipping carton, the carrier must note damages on the freight bill before accepting delivery. Merchandise damaged in transit must be reported to the carrier immediately. All original shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Customer's claim has been resolved.
8. RETURNS. Except for Products sold on a non-refundable basis, Customer may return, at Customer's risk and expense, purchased Products no later than six (6) months (or one month for home schools and individual customers) after the invoice date, in accordance with HMH's standard practices and procedures with pre-approval from HMH Customer Experience. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products. If Customer returns any Product that is damaged by Customer, used or otherwise ineligible for credit for any reason specified in our policy, HMH has the right to dispose of it without any further obligation, including, without limitation, notice, credit obligation or obligation to return it to the Customer.
9. DISCONTINUATION OR RECALL. In the event a Product is discontinued by HMH or is the subject of a recall by HMH during the term of HMH's contract with the Customer, HMH shall be responsible only for, at HMH's election: (a) supplying Customer with a revised or corrected versions of the Product; (b)

substituting the Product with a new product in the same subject area and the same type, quality, condition and price or (b) providing a pro-rated credit to Customer that may be applied toward the purchase of other HMH Products in the amount of the costs paid by Customer to HMH for the use of such Product during the remaining term of HMH's contract.

10. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations applicable to the purchase of Products. Furthermore, Customer warrants that it shall comply with all applicable data privacy laws, including federal and state laws including but not limited to the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Please see our **Privacy Policy for HMH PreK-12 Products**.
11. HMH'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright, trademark, and other intellectual property laws. HMH, or its licensors, are the sole and exclusive owners and shall retain all right, title and interest in and to the Products, including without limitation all materials, software, documentation, training and implementation materials, methodology, all parts of presentations and other materials provided in connection therewith, related software code, specifications, documentation, technical information, copyrighted and other proprietary content, HMH trademarks and brands, information and other materials of HMH, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to the foregoing (collectively, "HMH IP"); subject to the personal, nonexclusive license to use the HMH IP granted to Customer for its own non-commercial, incidental use as contemplated herein.
12. EQUAL OPPORTUNITY CLAUSE. HMH does not and Customer shall not engage in any discriminatory practices based on race, color, religion, sex, national origin, protected veteran status, or disability. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon HMH and Customer as if set forth fully at length herein: 41 CFR 60-1.4, 60-250.4 and 60-300.5; and 41 CFR 60-741.4 and 60-741.5.
13. FORCE MAJEURE. HMH shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed, cancelled, rescheduled or prevented by reason of any act of God, war, civil commotion, strikes, labor disputes, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.
14. INDEMNIFICATION. To the extent allowed by law and subject to the right of Customer to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Customer will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

15. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE HMH DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, HMH DOES NOT WARRANT THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT HMH PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES) INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.
16. TERMINATION; EFFECT OF TERMINATION. HMH may terminate this Agreement upon the failure of Customer to comply with any of the Terms, at any time by giving Customer 30 days’ prior written notice, specifying the breach upon which the notice is based. If Customer has not cured the breach to HMH’s

satisfaction within the notice period, this Agreement will terminate. HMH shall have, in addition to any other remedies available to it, the right to injunctive and other equitable relief to restrain action by Customer inconsistent with this Agreement, and Customer hereby acknowledges that other remedies are inadequate in such cases. Upon termination for any reason, HMH will disable access to any applicable Digital Products, including at the end of the **Subscription Term**. In addition, Sections 11, 14 through 18 and 20 shall survive any termination of this Agreement.

17. MODIFICATION AND SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind. HMH reserves the right to make changes to these Terms at any time.
18. JURISDICTION; VENUE; CHOICE OF LAW. THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS SITTING IN SUFFOLK COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR MASSACHUSETTS SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.
19. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Digital Products and related Services (including technical data) and any Digital Products deliverables provided to Customer by HMH, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.
20. CONFIDENTIALITY. Customer acknowledges that in the course of providing Products under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the Products other than the use that is intended by HMH through its provision of the Products.

TERMS APPLICABLE TO DIGITAL PRODUCTS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the purchase of Digital Products. In the event of a discrepancy between the General Terms and the Terms Applicable to Digital Products, the Terms Applicable to Digital Products shall apply.

1. SUBSCRIPTION TERM. Any subscription to Digital Products is for the price and time period or term listed in the applicable Order Document(s). If Customer wishes to extend any Subscription Term, a purchase order, change order, or amendment is to be negotiated for additional fees. If no commencement date for the Subscription Term to the Digital Products is specified in the applicable Order Document(s), the Subscription Term shall be deemed to commence on the date on which the Customer is granted access to the Digital Product as delivered by HMH, NOT upon Customer activation of the Digital Product, and shall continue until the end of the Subscription Term. Upon expiration or termination of the Subscription Term, Customer will no longer have permitted access to the Digital Product. In the event that HMH must discontinue access to a Digital Product prior to expiration of the Subscription Term, HMH shall provide a pro-rated credit to Customer applicable toward the purchase of other HMH Products. Such pro-rated credit shall reflect the portion of the Subscription Term that remains unused as of the date of discontinuation of the Digital Product.
2. HOSTING. Any Digital Products purchased for a limited Subscription Term shall be hosted by or through HMH. Any HMH Digital Products Customer wishes to self-host would be considered a separate transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's Digital Products are not available for license. In the case of Digital Products that are self-hosted in whole or in part, upon expiration or termination of the applicable Subscription Term, Customer must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Customer has complied with these requirements.
3. ALLOCATION OF LICENSES. HMH will provide Customer with the number of credentials with respect to Digital Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s).
4. LICENSE LIMITATIONS. Customer may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms Applicable to Digital Products and the applicable Order Document(s), or (5) sub-license the Digital Products except as permitted by HMH.
5. SECURITY. Customer acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the

applicable license rights. Customer shall take all reasonable security measures to prevent unauthorized access to the Digital Products. Customer agrees to: (1) accept all responsibility for all activities that occur under user name(s) or password(s) used by Customer; and (2) immediately notify HMH of any unauthorized use of any password or account assigned to Customer, or any other breach of security or confidentiality thereof. In such event, HMH shall have the right, without limitation of any other rights under this Agreement, to terminate any such account or this Agreement in its entirety. In the event that Customer transmits **Customer Materials** to HMH outside of HMH's secure software (e.g. in association with the provision of any Services), Customer agrees to use a secure conduit (e.g., HTTPS) for the transmission of such Customer Materials. HMH shall have no obligation to monitor Customer Materials, but HMH reserves the right to do so and to remove or disclose any Customer Materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance.

6. THIRD PARTY PRIVACY POLICIES. In connection with Customer's use of Digital Products owned and hosted by HMH, **Privacy Policy for HMH PreK-12 Products** shall apply. Please note that in some instances Digital Products are owned and hosted by third parties. In such cases, there may be other specific privacy policies that apply. In such cases, you should refer to the applicable third-party privacy policy for that Digital Product(s).

TERMS APPLICABLE TO CONNECTED PRODUCTS

In addition to the General Terms and Terms Applicable to Digital Products that may apply to individual components of the Connected Products, the following terms apply to HMH Connected Products. In the event of any conflict, the Terms Applicable to Connected Products shall apply.

1. CONNECTED PRODUCTS. The Connected Products consists of the HMH program products, professional development services and classroom materials offered by HMH through its platform(s), or otherwise delivered to the Customer, solely in the formats identified in the Order Document(s). Customer understands and agrees that certain content of the Connected Products may be updated or substituted on an ongoing basis in the discretion of HMH. In addition, the Customer may add other Products and Services to the Order Documents, at the applicable HMH price, and all such additional Products and Services shall be governed by these terms and other applicable HMH terms and conditions.
2. LICENSE. Subject to the General Terms and Terms Applicable to Digital Products, HMH hereby grants Customer a limited, non-exclusive, non-sublicensable and non-transferable right to access the Connected Products as identified on the applicable Order Document(s), solely for educational purposes and solely in connection with the Customer's school/district. HMH will provide Customer with the number of credentials with respect to the Connected Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s). Teacher licenses can be

used by multiple instructors in good faith, in the same school/district so long as such teacher licenses maintain a customary classroom teacher-to-student ratio (i.e. the number of teacher licenses purchased is substantially in proportion to the number of student licenses purchased by the Customer). Any rights not expressly granted by HMH in this Agreement are expressly reserved to HMH. The Subscription Term is for the period of years specified in the applicable Order Document(s) and paid for by Customer. This Subscription Term shall be effective upon the date set forth in the Order Document(s), provided that, if no such commencement date is specified, the Subscription Term shall be deemed to commence on the earliest date on which the applicable product is first accessed or used by Customer and shall continue until the end of the Subscription Term. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the licensed credentials to different grade levels of the same HMH program, so long as the total number of licensed users is not exceeded for the same Subscription Term during the same academic year.

3. EMBEDDED SERVICES. Subject to the General Terms, HMH will provide the then standard embedded professional development services to Customer as HMH makes available with the Connected Products Subscription. In addition, Customer may engage HMH to provide additional training, coaching or other professional development in association with the Connected Products.

TERMS APPLICABLE TO SERVICES

In addition to the General Terms, the following terms apply to the purchase of Services. In the event of a discrepancy between the General Terms and the Terms Applicable to Services, the Terms Applicable to Services shall apply.

1. PURCHASE ORDER. At least thirty (30) days prior to the first date of Services, Customer shall provide HMH with a purchase order. If Customer's purchase practice is not to provide a purchase order, Customer agrees that it shall sign a Services Agreement or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.
2. LOGISTICS. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.
3. SCHEDULING, RESCHEDULING AND CANCELLATION. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the purchase order or agreement. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When

scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.

a. DATE CHANGES/RESCHEDULING.
    1. Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer. In addition to rescheduling fees, as set forth below, any change to the dates or the type of Services herein may change the fees that will be charged.
        i. Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. All rescheduled Services Dates not consumed within twelve (12) months will be forfeited by the Customer and no refund of any prepaid fees shall be given.
        ii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services (e.g., travel already booked).

b. CANCELLATIONS/DEFAULT.
    1. Customer may cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date by providing HMH no less than thirty (30) days' written notice prior to the Services Date.
    2. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the cancelled Services.
    3. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.
    4. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.
    5. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

4. PROHIBITION ON REPRODUCTION. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied,

excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.

TERMS APPLICABLE TO PILOTS

In addition to all of the above Terms, where Pilots are permitted by applicable law and otherwise available, the following terms are applicable to the Pilots. In the event of a discrepancy, the Terms Applicable to Pilots shall apply.

1. CONSIDERATION. In partial consideration of its participation in the Pilot, Customer agrees to cooperate with HMH's efforts to gather data (including but not limited to performance, usage, and other data at the building, grade, teacher and student levels), testimonials and other information relating to the Pilot. HMH may meet with the Customer to review success data and other information obtained in connection with the Pilot or from the use of Products in the Pilot ("Pilot Materials"). Customer agrees that de-identified or anonymized data and other information may be quoted, reproduced and otherwise used in any manner whatsoever, including without limitation, in Product development, Product improvement, demonstration of Product efficacy, white papers or research studies.
2. PILOT MATERIALS. Pilot Materials shall be provided in limited quantities as specified in the Pilot Proposal and only for the duration of and otherwise within the scope of the Pilot. Participation in the Pilot shall not thereby entitle Customer to participation in future pilots or additional access to Pilot Materials or to other instructional materials.
3. OWNERSHIP. To the fullest extent permitted by law, where the Customer does not share in the funding of the Pilot, HMH retains ownership of all Pilot Materials. HMH also retains all right, title and interest in and to any Pilot Materials consisting of software licensed to the Customer for the limited period of the Pilot. In the event that the HMH program relating to the Pilot is selected and purchased by Customer at the end of the Pilot, Customer will have the option to purchase or license the Pilot Materials on terms to be negotiated between HMH and Customer. Where the Customer does not share in the funding of the Pilot, and the piloted HMH program is NOT selected by the Customer at the end of the Pilot, Customer shall discontinue use of all Pilot Materials provided under license and return such Pilot Materials to HMH (and HMH is entitled to terminate access to or collect all Pilot Materials owned by HMH at its discretion). Customer is not permitted to resell any Pilot Materials.
4. DAMAGE AND/OR LOSS. Customer is responsible for any damage or loss to HMH owned Pilot Materials during the Pilot.
5. TERMINATION. Where Customer has not participated in the funding of the Pilot, HMH may terminate the Pilot at any time upon thirty days prior written notice to Customer.

DEFINITIONS

The following terms used throughout this agreement, whether used in the singular or plural, shall have the meanings set forth herein.

a. “Connected Product(s)” means Physical Products, Digital Products and Services specifically labelled as part of HMH’s “Connected Teaching System.”
b. “Customer” means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Products hereunder.
c. “Customer Materials” means the materials, data and information belonging to a Customer and provided to HMH, either directly or by granting HMH access to Customer’s files/systems, for the purpose of using an HMH Product.
d. "Digital Product(s)" means non-tangible, digital versions of Products, whether licensed on a fixed, perpetual or subscription term.
e. “Order Document(s)” means the HMH cost proposal or HMH quotation and order form.
f. "Physical Product(s)" means any Product versions that are not Digital Products, including printed books, other printed materials, and the physical media (CDs, DVDs, videos, other audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Customer, and any other physical copies of Products.
g. “Pilot” means the paid or unpaid, full or partial access to Products for a specific, limited period of time for evaluation and trial of the Product prior to Customer’s decision on whether or not to purchase the Product in full. Pilots are generally of short-duration and for limited Product in order for a Customer to evaluate how a full-scale implementation of Products will work in practice. Ownership of the Product remains with HMH unless and until full purchase of the Pilot Materials, as hereinafter defined, is completed.
h. "Product(s)" collectively refers to all HMH Physical Products, Digital Products, Connected Products, Pilots and Services.
i. “Services” means professional development services delivered personally to the Customer either , in person or on site as specified in the purchase order or other ordering documents or statement of work(s), which may include training, professional development, coaching, consulting, conferences, courses, “Getting Started” and implementation training, and software implementation, for Customer as agreed to by the parties, under this Agreement.
j. “Subscription Term” means the license term for the subscription to a Digital Product.

For Terms of Purchase specific to Resellers, please visit: hmhco.com/reseller-terms-and-conditions

Houghton Mifflin Harcourt

Proposal

Prepared For

Carmel Unifie□ School District

4□□0 Carmel □alley □□
Carmel CA □□□2□

Attention:
Michelle Mahaney
mmahaney□ carmelunifie□.or□

For the Purchase of:

Math 1□0 Interchan□eable □icense an□ Consumable □enewal 2021-2022

Prepare□ □y
Tammy Dominic□
tammy.□ominic□□ hmhco.com

Please submit this proposal with your purchase or□er.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

IS□□		Title	Price	Quantity	□alue of all Materials	□alue of □ree Materials	□alue of Char□e□ Materials
Math 1□0 Interchan□eable □icense □enewal							
□ne-□ear Stu□ent (Print an□ Di□ital) Subscription Pac□a□e □enewal							
6003189	9781328028501	MATH 180 Digital Access Student Subscription Package, 1 □ear	$129.00	41	$5,289.00	$4,674.00	$615.00
3014060	9780545585354	MATH 180 mSpace Student Set (Volume 1 and 2)	$29.90	41	$1,225.90		$1,225.90
Total for □ne-□ear Stu□ent (Print an□ Di□ital) Subscription Pac□a□e □enewal			**$1,□40.□0**				
□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e							
9781328038180		MATH 180 Teacher Subscription License	$299.00	2	$598.00	$598.00	
Total for □ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e							
Total for Math 1□0 Interchan□eable □icense □enewal			**$1,□40.□0**				
Math 1□0 Interchan□eable □icense □enewal							
□ne-□ear Stu□ent (Print an□ Di□ital) Subscription Pac□a□e □enewal							
6003189	9781328028501	MATH 180 Digital Access Student Subscription Package, 1 □ear	$129.00	30	$3,870.00	$3,420.00	$450.00
3012976	9780545815208	MATH 180 Course II mSpace Student Set (Volume 1 & 2)	$29.90	30	$897.00		$897.00
Total for □ne-□ear Stu□ent (Print an□ Di□ital) Subscription Pac□a□e □enewal			**$1,□4□.00**				
□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e							
9781328038180		MATH 180 Teacher Subscription License	$299.00	4	$1,196.00	$1,196.00	
Total for □ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e							
Total for Math 1□0 Interchan□eable □icense □enewal			**$1,□4□.00**				

Please renew 07/01/21 - 06/30/22.

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Intervention Solutions Group
255 38th Avenue, Suite I
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Proposal for

Carmel Unifie□ School District

IS□□	Title	Price	Quantity	□alue of all Materials	□alue of □ree Materials	□alue of Char□e□ Materials

Total Savings:	$□,□□□.00
Subtotal Purchase Amount:	$□,1□□.□0
Shipping & Handling:	$1□1.0□
Sales Tax:	$1□□.□□
Total Cost of Proposal (PO Amount):	$□,□□□.2□

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Proposal for
Carmel Unifie□ School District

Total Cost of Proposal (P□ Amount): $□,□□□.2□

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

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

Ship to:	**Sol□ to:**
Carmel USD	Carmel USD
,	,

- □ Please provide funding start and end dates.
- □ Please note that all products and services will be billed upon the processing of your purchase order.
- □ Our payment terms are 30 days from the invoice date.
- □ Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- □ Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- □ Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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

Date of Proposal: □1□2021 **Proposal E□piration Date: □1□2021**

Houghton Mifflin Harcourt

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Houghton Mifflin Harcourt

Proposal

Prepared For

Carmel Unifie□ School District

4□□0 Carmel □alley □□
Carmel CA □□□2□

Attention:
Michelle Mahaney
mmahaney□ carmelunifie□.or□

For the Purchase of:

□ea□ 1□0 Universal Sta□e □ □each Prorate□ □enewal

Prepare□ □y
Tammy Dominic□
tammy.□ominic□□ hmhco.com

Please submit this proposal with your purchase or□er.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Proposal for

Carmel Unifie□ School District

IS□□		Title	Price	Quantity	□alue of all Materials	□alue of □ree Materials	□alue of Char□e□ Materials
□ea□ 1□0 Universal □each Sta□e □							
Prorate□ Stu□ent Subscription							
6003330	9781328030030	Literacy Intervention READ 180 Universal Stage B/ System 44 Secondary Transition Student Digital Package Grade 6-8, 1 □ear Please prorate these Read 180 Universal Reach Stage B licenses from 12/11/21 - 06/30/22 to align with the other intervention licenses in the district.	$30.00	9	$270.00	$135.00	$135.00
Total for Prorate□ Stu□ent Subscription			**$1□□.00**				
Total for □ea□ 1□0 Universal □each Sta□e □			**$1□□.00**				
□ea□ 1□0 Universal □each Sta□e □							
Stu□ent □each Consumables							
3032021	9781328027535	READ 180 Universal Stage B REACH Workshops 7-9 Student Bundle	$19.95	14	$279.30		$279.30
Total for Stu□ent □each Consumables			**$2□□.□0**				
Total for □ea□ 1□0 Universal □each Sta□e □			**$2□□.□0**				
Gratis Teacher Subscription - Sta□e □							
Gratis							
9781328019936		Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00	1	$299.00	$299.00	
Total for Gratis Teacher Subscription - Sta□e □			**$0.00**				

Total Savings:	**$4□4.00**
Subtotal Purchase Amount:	**$414.□0**
Shipping & Handling:	**$2□.□□**
Sales Tax:	**$2□.□2**
Total Cost of Proposal (PO Amount):	**$4□□.□□**

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

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255 38th Avenue, Suite L
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Proposal for

Carmel Unifie□ School District

Total Cost of Proposal (P□ Amount): $4□□.□□

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

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

Ship to:	**Sol□ to:**
Carmel USD	Carmel USD
,	,

- □ Please provide funding start and end dates.
- □ Please note that all products and services will be billed upon the processing of your purchase order.
- □ Our payment terms are 30 days from the invoice date.
- □ Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- □ Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- □ Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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

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

Date of Proposal: □2□□2021 **Proposal E□piration Date: □1□2021**

Houghton Mifflin Harcourt

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Houghton Mifflin Harcourt

Proposal

Prepared For

Carmel Unifie□ School District

4□□0 Carmel □alley □□
Carmel CA □□□2□

Attention:
Michelle Mahaney
mmahaney□ carmelunifie□.or□

For the Purchase of:

□ea□ 1□0 Universal□System 44 □iteracy □icense an□ Consumable □enewal 2021-2022

Prepare□ □y
Tammy Dominic□
tammy.□ominic□□ hmhco.com

Please submit this proposal with your purchase or□er.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

IS□□		Title		Price	Quantity	□alue of all Materials	□alue of □ree Materials	□alue of Char□e□ Materials
□ea□ 1□0 Universal Sta□e A								
□ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal								
6003184	9781328028457	READ 180 Universal Stage A/ System 44 Upper Elementary Literacy License DigitalStudent Subscription Package, 1 □ear		$169.00	30	$5,070.00	$4,170.00	$900.00
3011999	9781328003362	READ 180 Universal Stage A ReaL Book		$29.95	30	$898.50		$898.50
Total for □ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal				**$1,□□□.□0**				
Total for □ea□ 1□0 Universal Sta□e A				**$1,□□□.□0**				
□ea□ 1□0 Universal Sta□e A								
□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e								
9781328019905	Literacy	Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription		$299.00	2	$598.00	$598.00	
Total for □ea□ 1□0 Universal Sta□e A				**$0.00**				
□ea□ 1□0 Universal Sta□e □								
□ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal								
6003185	9781328028464	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 □ear		$169.00	35	$5,915.00	$4,865.00	$1,050.00
3017262	9780545890106	READ 180 Universal Stage B ReaL Book	c	$32.65	35	$1,142.75		$1,142.75
Total for □ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal				**$2,1□2.□□**				
Total for □ea□ 1□0 Universal Sta□e □				**$2,1□2.□□**				
□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e								
□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e								
9781328019936	Literacy	Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription		$299.00	3	$897.00	$897.00	
Total for □ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e				**$0.00**				
□ea□ 1□0 Universal Sta□e C								
□ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal								

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

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□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Date of Proposal: □1□□2021

Proposal for

Carmel Unifie□ School District

E□piration Date: □1□□2021

IS□□		Title	Price	Quantity	□alue of all Materials	□alue of □ree Materials	□alue of Char□e□ Materials
6003186	9781328028471	READ 180 Universal Stage C/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 □ear	$169.00	20	$3,380.00	$2,780.00	$600.00
3012001	9781328003379	READ 180 Universal Stage C ReaL Book	$29.95	20	$599.00		$599.00
		Total for □ne-□ear Stu□ent Print an□ Di□ital Subscription Pac□a□e □enewal	**$1,1□□.00**				
Total for □ea□ 1□0 Universal Sta□e C			**$1,1□□.00**				
		□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e					
		□ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e					
9781328019967		Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00	2	$598.00	$598.00	
Total for □ne-□ear G□ATIS Teacher Di□ital Subscription Pac□a□e			**$0.00**				

Please renew 07/01/21 - 06/30/22.

Total Savings:	**$1□,□0□.00**
Subtotal Purchase Amount:	**$□,1□0.2□**
Shipping & Handling:	**$1□4.□□**
Sales Tax:	**$21□.0□**
Total Cost of Proposal (PO Amount):	**$□,□40.10**

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Proposal for
Carmel Unifie□ School District

Total Cost of Proposal (P□ Amount): $□,□40.10

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  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- □ Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sol□ to:**
Carmel USD	Carmel USD
,	,

- □ Please provide funding start and end dates.
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Attention:
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FA□: 877-287-8199
InterventionSolutionsOrders@hmhco.com

Houghton Mifflin Harcourt

Proposal

Prepared For

Carmel Unifie□ School District

4□□0 Carmel □alley □□
Carmel CA □□□2□

Attention:
Michelle Mahaney
mmahaney□ carmelunifie□.or□

For the Purchase of:

□ a□□le □enewal with □ollow-Up □ ebinar for Carmel MS

Prepare□ □y
Tammy Dominic□
tammy.□ominic□□ hmhco.com

Please submit this proposal with your purchase or□er.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Proposal for

Carmel Unifie□ School District

IS□□	Title	Price	Quantity	□alue of All Material	□ree Materials Quantity
	□ a□□le Math CCSS				
	□ne-□ear Stu□ent □icense □enewal				
9780358522621	Waggle Math Student License Digital 1 □ear Grades 2-8	$16.00	30	$480.00	
	Total for □ne-□ear Stu□ent □icense □enewal	**$4□0.00**			
Total for □ a□□le Math CCSS		**$4□0.00**			
	□ a□□le Math CCSS				
	Gratis Teacher □icense				
9780358557289	2021-2022 Waggle Math Teacher License Digital 1 □ear Grades 2-8	$111.00			1
Total for □ a□□le Math CCSS		**$ 0.00**			
	Professional Development				
	Two-□our Interactive □ollow-Up □ ebinar				
9780358242550	Waggle Math 2-Hour Live Online for Data Analysis	$800.00	1	$800.00	
	Total for Two-□our Interactive □ollow-Up □ ebinar	**$□00.00**			
Total for Professional Development		**$□00.00**			

Renewal Dates: 01/19/22 - 01/18/23

Total Savings:	**$111.00**
Subtotal Purchase Amount:	**$1,2□0.00**
Shipping & Handling:	**$0.00**
Sales Tax:	**$0.00**
Total Cost of Proposal (PO Amount):	**$1,2□0.00**

Attention:
Michelle Mahaney
mmahaney@carmelunified.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FA□: 800-269-5232
k12orders@hmhco.com

□M□ Confi□ential an□ Proprietary

Please submit this form with your purchase or□er

Proposal for
Carmel Unifie□ School District

Total Cost of Proposal (P□ Amount): $1,2□0.00

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Ship to:	**Sol□ to:**
Carmel USD	Carmel USD
,	,

- □ Please provide funding start and end dates.
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Houghton Mifflin Harcourt

Attention:
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mmahaney@carmelunified.org

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FA□: 800-269-5232
k12orders@hmhco.com

□M□ Confi□ential an□ Proprietary

Client Order

Q-121646

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	4/1/2021	Customer:	Carmel Unified School District
Valid Through:	6/30/2021	Address:	4380 Carmel Valley Rd. Carmel, California 93923-7942
Prepared By:	Alina Gonzalez		
		Contact:	Paul Behan
Start Date:	7/1/2021	Phone:	8316241546
End Date:	6/30/2024		
Quote Term:	36		

Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,483	DnA Software License Bundle	Assessment Software Licenses	$4.64	$11,521.12
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 1 Subtotal:	$12,246.12
			Year 1 Grand Total:	$12,246.12

Year 2

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,483	DnA Software License Bundle	Assessment Software Licenses	$4.78	$11,868.74
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 2 Subtotal:	$12,593.74
			Year 2 Grand Total:	$12,593.74

Year 3

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
2,483	DnA Software License Bundle	Assessment Software Licenses	$4.92	$12,216.36
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	$75.00	$225.00
1	Virtual Training Module, DnA	Synchronous learning experience addressing a custom-selected DnA training module. Facilitated live by an Instructor for up to 30 participants.	$500.00	$500.00
			Year 3 Subtotal:	$12,941.36
			Year 3 Grand Total:	$12,941.36

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

(a). **"Client Order"** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.

(b). **"Client Personnel"** means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.

(c). **"Documentation"** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.

(e). **"Licensed Products"** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(f). **"Professional Service(s)"** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.

(g). **"Services"** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(h). **"Software"** means the Illuminate software programs described in the applicable Client Order.

(i). **"Subscription Period"** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").

Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content

(j). **"Third Party Software"** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. "Client Personnel" is defined as Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client**. Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents

and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities**. To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period**. All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration**. Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality,

reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees**. All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "**Fees**". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases**. Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("**Notices**") and Section 15 ("**Termination**").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "**Recipient**" and the Party disclosing such information shall be the "**Discloser**" and "**Confidential Information**" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients)**. Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (***FAST product customers only***) and/or University of Virginia (***PALS product customers only***) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS

EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the

usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience**. For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminated in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment**. Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding**. Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, , as set forth in Section 9 ("**Confidential Information"**); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed

or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure**. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver**. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature**. Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights**. This Statement of Work is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Statement of Work shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

CLIENT: _____

By: _____
Authorized Signature

Name: _____

Title: _____

Date: _____

ILLUMINATE EDUCATION MASTER SERVICES AND GENERAL TERMS AND CONDITIONS AGREEMENT

This Illuminate Education Master Services and General Terms and Conditions Agreement ("MSA") is entered into as of the Effective Date set forth in the Order(s) between Illuminate Education, Inc., a California Corporation ("Illuminate"), with offices at 6531 Irvine Center Drive, Suite 100, Irvine, CA 92618, and the client ("Client") listed in the Order Form(s):

This Agreement states the terms and conditions by which Illuminate will make the products or services identified in Client's Order(s) (each specific product or service, a "Service") available to Client for the services term set out in the applicable Order(s), solely for use with respect to schools within Client's Client or similar organization (or with respect to Client, if Client is itself a school). References to this "Agreement" includes: (i) this MSA; (ii) each Client Order signed on behalf of Client (either electronically or manually) (each, an "Order"); (iii) the Terms of Service applicable to the particular Services ordered by Client and in effect as of the date of such Order(s), (the "Terms of Service"), (iv) Illuminate's platform privacy policy in effect as of the Effective Date, (the "Privacy Policy"); and (v) any addenda or other amendment to this MSA that may be executed by the Illuminate and Client (either electronically or manually) (each, an "Addendum"), all of which are incorporated by this reference herein.

This Agreement constitutes the entire understanding between Client and Illuminate and is the final and entire expression of their agreement. This Agreement supersedes any and all prior written or oral discussions, proposals, RFPs, emails or other communications, and the Illuminate and Client expressly disclaim any reliance on any of the foregoing. Under no circumstances will the terms, conditions or provisions of any purchase order or other administrative document issued by Client modify, alter or expand the rights, duties or obligations of the Illuminate and Client, regardless of any failure of Illuminate to separately object to such terms, provisions, or conditions. Each of the Privacy Policy, each Order(s) and the related Terms of Service includes terms that are in addition to, and not in lieu of,

the terms in this MSA. In the event of any conflict between or terms of documents relating to a Service, the following order of priority will govern, except where the specific terms of a document provide otherwise: (i) any Addendum, (ii) the applicable Order(s); (iii) the applicable Terms of Service; (iv) the Privacy Policy; and (v) this MSA.

This MSA and any Order(s) may be executed in counterparts, may be executed using electronic signatures, and may be delivered by electronic means. If so executed and/or delivered, the Agreement will be equally binding as an original copy of this Agreement executed in ink by both Illuminate and Client.

1. **Provision of Services.**

1.1 Orders. Subject to the terms and conditions of this Agreement, Illuminate will make the Service(s) identified in Client's Orders available to Client for the Service Term (described below), solely for use with respect to schools within Client's Client or similar organization (or with respect to Client, if Client is itself a school). In the case of any module of the Service for which the Order indicates that the total price has been determined on per-unit basis (such as per-student, per-teacher or per school), Client's access to the Service will be limited to the number of units (e.g., students, teachers or schools) indicated on the Order. If Client desires to extend access to the Service during any Service Term to any additional units beyond those provided on the original Order, Illuminate will amend the Order to reflect such addition upon Client's payment of an appropriate incremental fee determined at the same per-unit price. Except as otherwise provided on the Order or this Agreement, each Order is non-cancellable and will be subject to the terms and conditions of this Agreement. If required as part of Client's internal procedures, an Order may be supplemented by a purchase order issued by Client, but in no event will a Client purchase order modify any of the pricing, deliverables or terms set forth in the Order or this Agreement.

1.2 End Users. The Terms of Service applicable to a hosted software Service may permit Client to enable its faculty, administrators, students and guardians to access and use one or more modules or features of that Service, in which case those faculty, administrators, and (if applicable) students and guardians are referred to as "End Users." Client is solely responsible for determining and assigning access levels and

authority to the Services to its faculty and administrative End Users and for all use of the Services by those End Users. Illuminate will not have any liability to Client or any third party for any student or guardian End User's use or misuse of the Services.

1.3 Service Suspension. Illuminate may suspend the Services in whole or in part and without notice: (i) if Illuminate believes Client's or its End Users' use of the Services represents a direct or indirect threat to the function or integrity of the Services, Illuminate's or its service providers' system or networks, or any third party's use of the Services; (ii) if reasonably necessary to prevent unauthorized access to client data (including, without limitation, the Client Data); or (iii) to the extent necessary to comply with legal requirements. If Illuminate suspends the Services without notice, Illuminate will provide the reason for such suspension, upon Client's request. Any suspension of services for the foregoing reasons will apply to the minimum necessary portion of the online portion of the Services and only be in effect for as long as reasonably necessary to address the issues giving rise to the suspension. Illuminate may also, upon such notice as is reasonably practicable under the circumstances, perform scheduled or emergency maintenance (including temporary suspension of the Services as necessary) to maintain or modify the Services or Illuminate Technology.

2. **Term.**

2.1 Initial Service Term. The term of this MSA begins on the Effective Date and will continue until all Orders have expired or have been termination. The initial term of each Order, and the initial term of the Client's subscription for the Services described in the Order (the "Initial Service Term"), begins upon the effective date of that Order and will continue for the period set forth in the Order.

2.2 Renewal Service Terms. The term of an Order may be renewed for additional successive periods equal to the term specified in the Order (each, a "Renewal Service Term"). The Initial Service Term and all Renewal Service Terms are individually and collective referred to the "Service Term."

3. **Fee, Payment & Taxes,**

3.1 Fees and Payment. Client agrees to pay all fees due for the services according to the prices and terms listed in the Order(s). All invoices issued under this Agreement are due within thirty (30) days following the date of invoice, unless a different period is expressly provided on the Order. In the event any amount due from Client becomes thirty (30) days or more past due, Illuminate reserves the right to suspend or terminate Client's access to the Service (and the applicable Order) on not less than twenty (20) days' notice. All fees are non-refundable, except as otherwise explicitly stated in the applicable Order or this Agreement. If the fees for a feature or functionality of the Service are based on usage of the Service, then Illuminate may access and use Client Data as reasonably necessary to determine the fees for the applicable feature or functionality.

3.2 Future Price Adjustments. The fees for any Renewal Service Term will be set at then-current Illuminate pricing, unless the Order indicates a price commitment for a specified duration, or unless otherwise agreed by the Illuminate and Client at the commencement of the proposed Renewal Service Term through the execution of a new Order.

3.3 Taxes. Where required by law, Illuminate will invoice Client for any state or local sales tax, gross receipts tax or similar amounts that Illuminate is obligated to collect from Client ("Taxes"). Client is responsible for paying, and agrees to pay, all Taxes, excluding only taxes based on Illuminate's net income. If Client is exempt from any such Tax, Client will provide Illuminate with a valid tax exemption certificate authorized by the appropriate taxing authority to the extent such an exemption certificate is required or reasonably requested to establish such exemption.

4. **Client Data.**

4.1 License; Rights. The term "Client Data" means information Client creates or otherwise owns, licensed by Client from third Illuminate and Client or otherwise provided to Illuminate on Client's behalf and, in each case, that is uploaded to or processed or accessed by any Services. With respect to any Client Data provided to Illuminate, Client: (i) grants Illuminate the right to use, copy, modify, manipulate and create derivative works of the Client Data as necessary in order for Illuminate to

provide and perform the Hosted Services; (ii) agrees to secure rights in the Client Data necessary for Illuminate to provide the Services without violating the rights of any third party, or otherwise obligating Illuminate to Client or any third party (except as otherwise set out in this Agreement). Except as otherwise required by applicable law, Illuminate does not and will not accept any obligations in any separate license or other agreement that may apply to the Client Data or use of the Services. Illuminate may transmit or disclose Client Data to third Illuminate and Client in accordance with Client's or its End User's directions (whether via the Services or otherwise).

4.2 Treatment of Client Data upon Termination.

a. In the event of expiration or termination of any Order for hosted data software Services Illuminate: (i) will remove, within a reasonable period of time, all Client Data from the online, hosted Services; and (ii) may retain copies of the Client Data in its offline data archives for backup, archive or legal recordkeeping purposes, and may subsequently destroy or erase such retained archive data, all in accordance with its data retention policies (provided, however, that the obligations of Section 4.3 shall survive for so long as Illuminate maintains any Client Data). In the event that Client requests that Illuminate destroys or securely erases any offline back-up copies of Client Data maintained by Illuminate prior to the expiration of the retention period specified by Illuminate's policies, then Illuminate shall destroy or securely erase such offline back-up copies within a reasonable period of time of Client's request.

b. Client agrees that, other than as described in this Section 4.2 and notwithstanding any other term in this Agreement, Illuminate has no obligation to continue to hold or return any Client Data. Client also agrees that Illuminate has no liability for deletion of any Client Data as described herein.

4.3 Privacy and Security. Illuminate acknowledges that Client Data may include student-related information from Client that contains personally identifiable information about a student, and that such information is protected under the Family Educational Rights and Privacy Act ("FERPA"), and if applicable under corresponding state laws in Client's state. Illuminate's access to any personally identifiable information in the Client

Data is authorized solely in connection with Illuminate's provision of the Services pursuant to this Agreement and is governed by state as provided below in the Student Data Privacy and Security Section.

4.4 Certain Reimbursements. In the event (i) Illuminate is required to respond to any search warrant, court order, subpoena other valid legal order relating to Client or the Client Data, or (ii) Client requests material assistance from Illuminate in connection with Client's efforts to conduct any investigation, to cooperate with or respond to any investigation being conducted by a third party, or to pursue or respond to any matter or respond to any legal or administrative proceeding or similar matter, Client will reimburse Illuminate for any cost that it incurs in so responding or assisting.

4.5 System Metrics. Illuminate may automatically collect usage and volume statistical information regarding Client's and its End User's usage of the Services (collectively, the "System Metrics"). Illuminate uses the System Metrics internally to diagnose technical problems, administer the Services, and improve its offerings and marketing. The System Metrics do not include any personal information or data related to the user of the Services. Notwithstanding any term to the contrary set forth herein, Client agrees and consents to Illuminate's collection and use of the System Metrics as set forth herein, and Client further agree that the System Metrics are Illuminate's sole and exclusive property.

5. **Client Responsibilities.**

5.1 Client Data. In addition to any Client obligations set out in any Terms of Service, Client will provide Illuminate, in a timely manner, with all data and information reasonably necessary for Illuminate to perform the Services (including Client Data). If necessary to enable Illuminate to provide or perform the Services under this Agreement, Client will provide and coordinate, in a timely manner, Illuminate's onsite access to any Client facilities or Client network or system (the "Client System"). Client will inform Illuminate in writing and in advance of Services, of any security and access standards or requirements with respect to the Client System.

6. **Termination**.

6.1 By Illuminate. In addition to any other termination rights described in this Agreement (including any applicable Terms of Service), Illuminate may terminate any Order or this Agreement immediately (or, in its sole discretion, suspend the provision of the Services) upon notice to Client if Client (i) breaches this Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach, except in the case of failure to pay fees or other amounts due under this Agreement, which such breach must be cured within ten (10) days after Illuminate's notice of such delinquency; or (ii) breaches, or an End User, breaches any license, restriction on use or confidentiality terms of this Agreement.

6.2 By Client. Client may terminate this Agreement or any Order immediately upon written notice to Illuminate if Illuminate: (i) breaches this Agreement and fails to cure such breach within thirty (30) days of written notice describing such breach; or (ii) becomes the subject of any involuntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such proceeding is not dismissed within sixty (60) days of its filing. Client may terminate this Agreement without cause prior to expiration of the Service Term effective upon the end of a Client's fiscal year, by giving Illuminate written notice of its intent to so terminate at least thirty (30) days prior to the end of such Client's fiscal year.

6.3 Termination of Service Agreement. Illuminate's ability to provide the Services may be subject to various licenses or other agreements (each a "Service Agreement") between Illuminate and its third party suppliers. In the event of the expiration or termination of any applicable Service Agreement, Illuminate will use commercially reasonable efforts to obtain alternative suppliers in order to avoid suspension or disruption in the Services. If Illuminate is unable, for any reason, to obtain such an alternative or replacement Service Agreement, or if Illuminate reasonably determines that the provision of any Services would be a violation of any applicable law or regulation or any Illuminate license in any jurisdiction or is no longer permitted under any of the same, Illuminate may terminate all affected Orders upon written notice to Client without any liability to Client. Illuminate will give Client at least sixty (60) days prior written notice to Client (or, if it is not possible to give 60 days notice, as much notice as possible under the circumstances) of the termination or expiration of a

Service Agreement governing Illuminate's ability to deliver the Services, or any other condition arising under such Service Agreement that is likely to adversely affect Client's use of the Services or Illuminate's ability to provide the Services. If Illuminate terminates any Order pursuant to this Section 6.3, and Client has prepaid for any Services under that Order, then Illuminate will, after applying such prepayment to all fees and charges due under the Agreement, return the unused portion of such prepayment to Client within forty-five (45) days after the date of termination.

6.4 Procedure upon Termination. Upon the effective date of termination of any Order, and in addition to any other post-termination obligations in this Agreement, Illuminate will cease providing the terminated Services to Client and its End Users, Client and its End Users will cease using the Services, and all Client's payment obligations through the effective date of termination will immediately become due. In addition to the foregoing, promptly upon termination of this Agreement as a whole, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information, except as otherwise expressly set forth in this Agreement or as required (and only to the extent necessary) to comply with any applicable legal, archival or accounting record keeping requirement; provided, however, that all such retained Confidential Information will remain subject to the provisions of Section 9 of this MSA.

6.5 Survival. Except as otherwise set forth in a notice of termination, termination of any Order will not serve to terminate any other Order or the Illuminate and Client' respective obligations under this Agreement with respect to non-terminated Orders or Services. This MSA will terminate automatically upon the termination or expiration of all Orders. The terms and conditions set forth the signature page of this MSA, the definitions in this Agreement and the respective rights and obligations of the Illuminate and Client under Sections 1.4 (Order of Precedence), 4.2 (Treatment of Client Data upon Termination), 6.4 (Procedure Upon Termination), 6.5 (Survival), 7 (Warranties; Disclaimer), 8 (Limitations of Liability), 9 (Confidential Information; Proprietary Rights), and 10 (General Provisions) will survive any termination or expiration of this Agreement.

7. **Warranties; Disclaimer.** Specific warranties applicable to each Service, to the extent given, are set forth in the Terms of Service applicable thereto and will apply only

during the applicable Service Term. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE APPLICABLE TERMS OF SERVICE, THE SERVICES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND ILLUMINATE DISCLAIMS ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES OR, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. ILLUMINATE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ILLUMINATE DOES NOT WARRANT OR GUARANTEE ANY SPECIFIC RESULTS FROM CLIENT'S OR ITS END USERS' USE OF THE SERVICES. AS BETWEEN THE ILLUMINATE AND CLIENT, CLIENT SHALL BE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL CLIENT DATA PROVIDED BY CLIENT IN CONNECTION WITH THE SERVICES.

8. **Limitations of Liability.**

8.1 Exclusion of Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, INCLUDING COST OF REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF INFORMATION OR DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

8.2 Limitations on Liability. IN NO EVENT WILL THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY LICENSE, USE OR OTHER EMPLOYMENT OF ANY SERVICE, ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS OF FEES APPLICABLE TO THE AFFECTED SERVICE(S) AT THE TIME OF THE EVENT. NOTWITHSTANDING THE PREVIOUS SENTENCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY TO THE EXTENT SUCH LIABILITY WOULD NOT HAVE

OCCURRED BUT FOR THE OTHER PARTY'S OWN FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT. The limitations set forth in this Section 8.2 will not apply to any fees or reimbursable expenses due to Illuminate under this Agreement.

8.3 Force Majeure. Neither party will be liable for any loss or delay (including failure to maintain any given service level) resulting from any event beyond the affected party's reasonable control, including, fire, natural disaster, labor stoppage, internet service provider failures or delays, terrorism, civil unrest, war or military hostilities, criminal acts of third Illuminate and Client, and any payment date or delivery of service date will be extended to the extent of any delay resulting from any force majeure event.

8.4 Acknowledgement; Both Illuminate and Client acknowledge that the fees payable under the Order(s) reflect the allocation of risk set forth in this Agreement and that the Illuminate and Client would not enter into this Agreement without the limitations in this Section 8.

9. **Confidential Information; Intellectual Property Rights.**

9.1 Nondisclosure. Each party acknowledges that it will have access to certain non-public and confidential information (collectively, "Confidential Information"). Illuminate's Confidential Information expressly includes information Illuminate creates or otherwise owns or licenses from third party and related to the Services, including, without limitation, all of Illuminate's proprietary software and other technology with respect to the Services, all documentation relating to the Services (both printed and electronic), and any derivatives, improvements, enhancements, upgrades and updates of the foregoing conceived, reduced to practice or otherwise developed during the term of this Agreement by either party (collectively, the "Illuminate Technology"), together with any processing, storage and transmission information that may be necessary for Illuminate to perform its obligations under this Agreement, but excluding Client Data. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the limited extent required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to such party's employees, attorneys, accountants and other advisors as reasonably necessary), any Confidential Information of the other party.

Each party will protect the confidentiality of the Confidential Information of the other party by employing the same measures (but in no event less than reasonable measures) as it takes to protect its own Confidential Information. The obligations of this Section 9 will last during and after the term of this Agreement.

9.2 Legal Disclosure. The receiving party may disclose Confidential Information pursuant to the requirements of a validly issued subpoena, governmental agency or by operation of law, provided that it gives the disclosing party, when practical and permitted, reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure. If Client is a governmental entity, the terms of this Section 9 are subject to the requirements of applicable trade secret, public records and similar laws. Illuminate regards the Illuminate Technology as its trade secret and requires that Client treat it such with respect to any public records requests with respect to the Illuminate Technology, in accordance with applicable law.

9.3 Agreement. The Illuminate and Client expressly agree that the terms of this Agreement will be maintained in confidence and that neither party will disclose the terms of this Agreement to any Third Party without the prior written approval of the other party. Notwithstanding anything to the contrary contained in this Agreement, each party will have the right to disclose that Client is Illuminate's customer.

9.4 Proprietary Rights. Exclusive of Client Data, Illuminate and its licensors will retain all right, title, and interest (including copyright and other intellectual property rights or informational rights) in and to the Services and all legally protectable elements or derivative works of the foregoing, including, without limitation, the Illuminate Technology. Illuminate may place copyright and/or other proprietary notices, including hypertext links, within the Services, and neither Client nor any of its End Users will remove such notices without Illuminate's written permission. Notwithstanding anything to the contrary in this Agreement, Illuminate will not be prohibited or enjoined at any time by Client from utilizing any skills, knowledge or information of a general nature acquired during the course of providing the Services, including, without limitation, knowledge or information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Illuminate.

9.5 Remedies. In the event of a violation or threat of violation by a party, directly or indirectly, of the terms of this Section 9 the party who would be harmed by such violation, will have the right, and in addition to all other remedies available to it at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction. Each party acknowledges that a violation of this section would cause irreparable harm and that all other remedies are inadequate.

10. **General Provisions.**

10.1 Independent Contractors. The Illuminate and Client and their respective employees are and will be independent contractors and neither party by virtue of this Agreement will have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

10.2 Notices. Client's address for communication and notice purposes relating to this Agreement is set forth on the signature page of this MSA (or such replacement address as Client may designate in accordance with this section from time to time). Client agrees to accept emails from Illuminate at the e-mail address specified under this Section. Illuminate may provide any and all notices, statements and other communications to Client through either e-mail or by mail or express delivery service, and all notices directed to Client as described in this section will be deemed upon transmission or within one (1) business day after deposit with the U.S. Postal Service or express delivery service, as applicable. Upon account setup of any hosted Services provided under this Agreement, Client may further designate additional contacts for various types of notices, as defined in the Help Documentation. Illuminate recommends that the main contact and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. In addition, Illuminate may rely and act on all information, authorizations and instructions provided to Illuminate from the above-specified e-mail address and Client administrators. Any notices to Illuminate must be in writing and addressed to Client at the address set forth on the signature page (or such replacement address as Illuminate may designate in accordance with this section from time to time).

10.3 Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the substantive laws of the state in which the Client is located, without regard to its principles of conflicts of laws.

10.4 Waiver; Amendment. No waiver of any provision of this Agreement or of any right or remedy under this Agreement will be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. Neither any delay in exercising, nor any course of dealing with respect to, nor any partial exercise of any right or remedy under this Agreement will constitute a waiver of any other right or remedy, or of any future exercise of that right or remedy. This Agreement may not be modified, altered or amended except by a written instrument duly executed by both Illuminate and Client. The Agreement may not be modified or amended, except as expressly set forth in this Agreement, or in writing and signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted, or by a properly executed

10.5 Severability; Interpretation. If any provision is held by a court to be contrary to law, such provision will be eliminated or modified to the minimum extent necessary so that this Agreement will otherwise remain in full force and The headings in this Agreement are provided for convenience only and will not affect its construction or interpretation. As used in this Agreement, the term “Including” means “including, without limitation.”

10.6 Beneficiaries; Successors and Assigns. There are no third party beneficiaries to this Agreement. This Agreement will inure to benefit and bind the Illuminate and Client listed on the signature page of this MSA and their successors and Client may not assign this Agreement without prior written consent of Illuminate. Illuminate reserves the right to name Client as a user of the Service.

10.7 Limitation on Actions. No action arising out of this Agreement, regardless of the form, may be brought by either party more than two (2) years after the cause of action has arisen, or the date of last payment made by Client, whichever is later.

10.8 Governmental Users. This Section 10.8 applies to all use of the Illuminate Technology by or for the U.S. government or by any prime contractor or subcontractor under any contract, grant or other activity with the U.S. government. The Illuminate Technology provided to Client under this Agreement are "commercial items" as that term is defined at 48 CFR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 and other applicable acquisition regulations and are provided to Client only as a commercial item. Consistent with 48 CFR 12.212, 48 CFR 227.7102, and 48 CFR 227.7202, all U.S. Government End Users, if any, acquire the Illuminate Technology with only those rights and subject to the restrictions set forth in this Agreement. Notwithstanding the foregoing, the Illuminate Technology may not be acquired by the U.S. Government pursuant to a contract incorporating clauses prescribed by 48 CFR 27.4, 48 CFR 227.71 or 48 CFR 227.72. Contractor/manufacturer is Illuminate Education, Inc., 6531 Irvine Center Drive, Suite 100, Irvine, CA 92618.

STUDENT DATA PRIVACY AND SECURITY

Language for the Following States –

AL, AK, AR, AZ, CA, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, ME, MD, MA, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WI, WV, WY

(a) Definitions.

(i) "***Pupil-Generated Content***" means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) "***Pupil Records***" means any information (i) directly related to a pupil that is maintained by Client or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Client employee, but does not include de-identified information, including aggregated de-

identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from Client will continue to be the property of and under the control of the Client.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the Client.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to Client and furnishing Client, upon request, such information as is reasonably required to respond to the request. Client is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with Client to make such corrections.

(f) Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and consultants who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be encrypted in transmission. Illuminate further warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, Client will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. Client and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

STUDENT DATA PRIVACY AND SECURITY ADDENDUM

Language for the Following States –

CT

Article I. Definitions. For purposes of this Addendum, “directory information,” “de-identified student information,” “personally-identifiable information,” “school purposes,” “student information,” “student records,” “student-generated content,” and “targeted advertising,” shall be as defined by Public Act 16-189. “Education records” shall be defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”), codified at 20 U.S.C. § 1232g (as amended); and its implementing regulations, 34 CFR 99.1 – 99.67 (as amended).

Article II. Purpose of Agreement: Illuminate and Client agree that the purpose of this Addendum is to detail the obligations of both Illuminate and Client relative to the safety and confidentiality of student information, student records and student-generated content (collectively, “student data”), which student data may be provided to the Illuminate in connection with Illuminate’s provision of one or more of the following professional and non-instructional services (check those applicable);

☐Medical consultation

☐Special education consultation or audit

☐Academic program consultation or audit (non-special education)

☐Behavior intervention/Positive behavior intervention supports consultation or audit

☐Information technology consultation or audit

☒Student data storage, maintenance, collection and/or analysis

☐Other (explain):

Article III. General Provisions

A. All student data provided or accessed pursuant to this Addendum is and remains under the control of Client. All student data are not the property of, or under the control of, the Illuminate.

B. Client may request that the Illuminate delete student data in the Illuminate’s possession by sending such request to the Illuminate by electronic mail. The Illuminate will delete the requested student data within two (2) business days of receiving such a request.

C. The Illuminate shall not use student data for any purposes other than those authorized in this Agreement, and may not use student data for any targeted advertising.

D. If the Illuminate receives a request to review student data in the Illuminate's possession directly from a student, parent, or guardian, the Illuminate agrees to refer that individual to Client and to notify Client within two (2) business days of receiving such a request. The Illuminate agrees to work cooperatively with Client to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Illuminate, and correct any erroneous information therein.

Article IV. Security and Confidentiality of Student Data. The Illuminate and Client shall ensure that they each comply with the FERPA. Further, the Illuminate shall take actions designed to ensure the security and confidentiality of student data, including but not limited to:

A. Using technologies and methodologies consistent with the guidance issued in the American Recovery and Reinvestment Act of 2009, Public Law 111-5, § 13402(h)(2), 42 U.S.C. § 17932;

B. Maintaining technical safeguards relating to the possession of education records in a manner consistent with 45 C.F.R. 164.312;

C. Otherwise meeting or exceeding industry standards relating to the safeguarding of confidential information.

Article V. Prohibited Uses of Student Data

A. The Illuminate shall not use student data for any purposes other than those authorized pursuant to this Addendum.

B. The Illuminate shall not retain, and Client shall not otherwise make available any student data upon completion of the contracted services unless a student, or parent or legal guardian of a student chooses to establish or maintain an electronic account with the Illuminate for the purpose of storing student-generated content.

NOTE: An operator is defined as "any person who (A) operates an Internet web site, online service or mobile application with actual knowledge, that such Internet web site, online service or mobile application is used for school purposes and was designed and marketed

for school purposes, to the extent it is engaged in the operation of such Internet web site, online service or mobile application, and (B) collects, maintains or uses student information."

C. During the entire effective period of this Addendum, Client shall have control of any and all student data provided to or accessed by the Illuminate. If a student, parent or guardian requests deletion of student data, the Illuminate agrees to notify Client immediately, but no later than two (2) business days after receiving such a request, and agrees to not delete such student data unless so directed by Client The Illuminate shall destroy any and all student data within a reasonable period of time if Client requests the deletion of such student data.

D. The Illuminate shall not collect, store, or use student data or persistent unique identifiers for purposes other than the furtherance of school purposes, as determined by Client

E. The Illuminate shall not sell, rent or trade student data. In the event the Illuminate merges or is purchased by another entity, the Illuminate must notify Client in writing of any such merger or acquisition.

Article VI. Data Breaches

A. Upon the discovery by the Illuminate of a breach of security that results in the unauthorized release, disclosure, or acquisition of student data, or the suspicion that such a breach may have occurred, the Illuminate shall provide initial notice to Client as soon as possible, but not more than forty-eight (48) hours after such discovery ("Initial Notice"). The Initial Notice shall be delivered to the Client Contact listed in the Order by electronic mail and shall include the following information, to the extent known at the time of notification:

1. Date and time of the breach;
2. Names of student(s) whose student data was released, disclosed or acquired;
3. The nature and extent of the breach;

4. The Illuminate's proposed plan to investigate and remediate the breach.

B. Upon discovery by the Illuminate of a breach, the Illuminate shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not later than thirty (30) days after discovery of the breach, shall provide Client with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

C. The Illuminate agrees to cooperate with Client with respect to investigation of the breach.

D. Notwithstanding the breach notifications required in this Article, the Illuminate shall provide Client with a copy of the notification that it provides to a student or the parents or guardians of such student, pursuant to Public Act 16-189. The copy of such notice shall be provided to Client by electronic mail on the same date that it is provided to the student or parents or guardians of such student. Illuminate and Client agree that the following information shall be included in the Illuminate's notice of breach to a student or parent or guardian of a student;

1. Name of the student being notified whose student data was released, disclosed or acquired, which shall not include the names of other students;

2. Date and time of the breach.

Article VII. Choice of Law, Choice of Forum, Merger, Severability

A. Choice of Law. The Illuminate and Client agree that this Addendum and any disputes arising from or relating to this Addendum, including its formation and validity, shall be governed by the laws of the State of Connecticut.

B. Choice of Forum. The Illuminate and Client agree that any and all disputes arising from or relating to this Agreement, including its formation and validity, shall be adjudicated in a court of competent jurisdiction located in the State of Connecticut.

C. Amendment. This Addendum may be changed, amended, or superseded, only upon an agreement in writing executed by both Illuminate and Client hereto.

D. Severability. A court finding of invalidity for any provision of this Addendum does not invalidate other provisions or applications that are not affected by the finding.

STUDENT DATA PRIVACY AND SECURITY ADDENDUM

Language for the Following States –

CO

PRIVACY RECITALS

A. Client wishes to disclose certain information to Illuminate pursuant to the work being performed by Illuminate, some of which information may constitute Student Personally Identifiable Information (defined below).

B. Client and Illuminate intend to protect the privacy and provide for the security of Student Personally Identifiable Information disclosed to Illuminate pursuant to this Agreement. Illuminate shall adhere to 22-16-101 *et seq.*, C.R.S.; the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99; the Children's Online Privacy and Protection act of 1998, 5 U.S.C. 6501 *et seq.*;) the Health Information Technology for Economic and Clinical Health Act ("HIPPA"); and the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.

C. Illuminate warrants and represents that during the five-year period preceding the Effective Data of the Agreement, it has not been found in violation of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations ("FERPA") by the U.S. Department of Education's Family Policy Compliance Office.

For this Addendum, the Parties agree as follows:

A. Definitions

1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving

the anonymity of each individual included in the data.

2. "Destroy" means to remove Student Personally Identifiable Information (“SPII”) from Illuminate’s systems, paper files, records, databases, and any other media regardless of format, so that it is permanently irretrievable in Illuminate’s and any Subcontractor’s normal course of business.

3. “Incident” means an event that results in or constitutes the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a computer or network containing information disclosed by Client to Illuminate pursuant to the terms of the Agreement (a “Client System”) or Student Personally Identifiable Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a Client System for the processing or storage of data; (iv) a material breach of the Agreement that involves the misuse or unauthorized release of SPII.

4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of the Client; and collects, maintains, or uses SPII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.

5. "School Service Agreement Provider" or “Illuminate” means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with Client to provide a School Service. For purposes of this Addendum, Illuminate constitutes a Illuminate of the Client.

6. "Student Personally Identifiable Information " or “SPII” means information that, alone or in combination, personally identifies an individual student of a Client school, or such student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Agreement Provider. PII also includes other information that, alone

or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. PII includes “personal information” as defined in the Colorado Open Records Act, C.R.S. 24-72-101 et seq. (“CORA”); (b) Personally Identifiable Information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (c) “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; and (d) “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809.

7. “Subcontractor” means any third party engaged by Illuminate receiving or processing SPII.

8. “Targeted Advertising” means selecting and sending advertisements to a student based on information obtained or inferred over time from the student’s online behavior, use of applications, or SPII. Targeted Advertising does not include advertising to a student (a) at an online location based on the student’s current visit to that location or in response to the student’s request for information or feedback and (b) without the collection and retention of a student’s online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

B. General Provisions

1. Illuminate shall comply with all laws and regulations concerning confidentiality of SPII.

2. Illuminate shall use data containing SPII solely for the purposes contained within this Agreement.

3. Illuminate shall promptly forward to the Client’s principal representative any request or demand from a third party for SPII in the possession of Illuminate.

4. Illuminate shall grant auditors so designated by the Client the option to audit Illuminate's services, including Client Systems and any policies, procedures, or logs related to the performance of services under the Agreement.

5. Illuminate shall send the Adams 14 a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Illuminate's privacy policies.

C. Subcontractors

1. Illuminate shall not use a Subcontractor or disclose SPII to a Subcontractor unless and until the Illuminate contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.

2. If Illuminate discovers that Subcontractor or any subsequent Subcontractor has committed a material breach of the contract between Illuminate and Subcontractor that involves the misuse or unauthorized release of SPII, Illuminate acknowledges that the Client may terminate the contract with Illuminate unless Illuminate terminates the contract with Subcontractor as soon as possible after Illuminate knows or has reason to know of Subcontractors' or any subsequent Subcontractors' material breach.

3. Upon discovering the misuse or unauthorized release of SPII held by a Subcontractor or any subsequent Subcontractor, Illuminate shall notify the Client within one business day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Agreement or results in an Incident.

4. No later than thirty (30) days after the signing of this Addendum, Illuminate will provide the Client with information detailing the purpose and the scope of the contract between the Illuminate and all Subcontractor and the types and uses of SPII that Subcontractor (s) holds under the Agreement between the Illuminate and Subcontractor (s).

D. End of Agreement

1. Upon request by the Client made before or within thirty (30) calendar days after termination of the Agreement, Illuminate shall make available to the Client a complete

and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all SPII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.

2. Following the termination of this Agreement, Illuminate shall, within but no earlier than thirty (30) calendar days, destroy all SPII and collected or generated as a result of this Agreement. The Illuminate shall notify the Client of the date upon which all of the SPII is destroyed.

E. Request for Review or Destruction

1. During the term of this Agreement, if the Client, the student (provided the student is over the age of 18), or the student's parent or legal guardian requests the review or destruction of a student's PII collected, generated or inferred as a result of this Agreement, Illuminate shall provide such SPII for review or Destroy the information within ten (10) calendar days after the date of the request unless, where the Client, student, or student's parent or legal guardian requests the destruction of SPII:

    a. Illuminate obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's SPII; or

    b. The student has transferred to another public education entity and the receiving public education entity has requested that Illuminate retain the student's PII.

F. Incident

1. Illuminate shall notify the Client within two (2) business day after the determination that an Incident has occurred and shall cooperate with the Client regarding the recovery of SPII, Incident remediation, and the determination of whether to involve law enforcement, if any.

2. In the event an Incident involves SPII maintained by Illuminate, Illuminate shall determine the cause of the Incident and produce a remediation plan to reduce the

risk of incurring a similar type of breach in the future. Illuminate shall present its analysis and remediation plan to the Client within thirty (30) calendar days of notifying the Client of an Incident. The Client reserves the right to review and provide comments and suggested revisions this plan. If Illuminate cannot produce its analysis and plan within the allotted time, the Client, in its sole discretion, may perform such analysis and produce a remediation plan, and Illuminate shall reimburse the Client for the reasonable costs thereof.

3. In the event of an Incident, Illuminate shall provide the Client or its designated representatives with a designated point of contact for the purpose of evaluating, mitigating, or resolving the Incident, who shall respond to any contact from the Client within twenty-four (24) hours of any Client contact.

G. Disallowed Activities

Illuminate shall not knowingly engage in any of the following activities:

1. Illuminate shall not collect, use or share SPII for any purpose not specifically authorized by the Agreement. Illuminate may use SPII for a purpose not strictly authorized by the Agreement only with the written consent of the Client and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

2. Illuminate shall not use SPII in a manner or disclose SPII to any third party that is materially inconsistent with the Illuminate's privacy policy, except as stated in subsection 3, below, of this Section G.

3. Illuminate may use SPII in a manner that is inconsistent with Illuminate's privacy policy without violating the terms of this Agreement provided that the use does not involve selling or using SPII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:

a. To ensure legal or regulatory compliance or to take precautions against liability.

b. To respond to or to participate in the judicial process.

c. To protect the safety of users or others.

d. To investigate a matter related to public safety.

If Illuminate uses or discloses SPII in accordance with Section G.3., Illuminate shall notify the Client within two business days of the use or disclosure of the PII.

4. Illuminate shall not sell SPII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of Illuminate, or any assets of Illuminate, by another entity, so long as the successor entity continues to be subject to the provisions of this Agreement.

5. Illuminate shall not use or disclose SPII with any party for the purposes of Targeted Advertising to students.

6. Illuminate shall not use SPII to create a personal profile of a student other than for supporting the purposes authorized by the Client or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

7. Illuminate shall not re-identify any SPII that has been de-identified, pseudo-anonymized, or otherwise processed such that an individual can no longer be associated such data.

H. Data Security

Illuminate shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of SPII in accordance with commercially reasonable practices. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.

2. Illuminate shall not share SPII with any person who is not an Illuminate employee on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.

3. Illuminate shall ensure that all employees and Subcontractors handling SPII pursuant to this Agreement have received security-awareness and SPII-handling training. Illuminate's devices used to copy or scan hard copies of PII must have encrypted storage.

Illuminate shall scrub storage devices when equipment is retired from service. Hard copies containing PII are discouraged and must be physically secured and physically Destroyed when no longer necessary for the purposes for which such hard copies were created.

4. Illuminate shall ensure that SPII stored in cloud-based systems is kept secured and confidential. Use of free cloud-based services is prohibited. Illuminate shall use secondary encryption to protect SPII in cloud storage. Cloud environments, when employed by Illuminate, must be fully documented by Illuminate and such documentation shall be available to the Client for inspection and verification. Access to Illuminate's cloud-based computing environments is only permitted via restricted access, VPN, or least-privileged access lists, and never accessible directly via the Internet.

1. **Transparency Requirements**

1. Illuminate shall facilitate access to and correction of any factually inaccurate student SPII in response to a request from the Client.

2. Illuminate acknowledges that the Client will post this Agreement to the Client's website.

3. Illuminate shall provide transparency to parents, school Clients and the public about its collection and use of SPII by providing the following information to the Client to post on its public website:

a. Contact information for an individual within Illuminate's organization that can provide information on or answer questions related to the use of SPII by Illuminate.

b. An explanation of how the SPII will be shared with Subcontractors or disclosed to any third-party.

c. The types of SPII that are collected, generated, or used by Illuminate. This information must include all SPII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.

d. An explanation of the SPII, an explanation of how the SPII is used, and the learning purpose for which the SPII is collected and used.

Illuminate shall provide updates to this information to the Client as necessary to maintain accuracy.

1. **Exclusions:**

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Agreement.

2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own SPII or documents.

3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.

4. Prohibit Illuminate from marketing educational products directly to parents so long as the marketing does not result from the use of SPII obtained by the Illuminate as a result of providing its services under this Agreement.

5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Agreement on that software or those applications.

1. **This Addendum does not prohibit Illuminate's use of SPII to:**

1. Use adaptive learning or design personalized or customized education.

2. Maintain, develop, support, improve, or troubleshoot Illuminate's website, online service, online application, or mobile application.

3. Identify, for a student, institutions of higher education, or scholarship providers that are seeking students who meet specific criteria, only if Illuminate has obtained the written consent of the student or the student's parent or legal guardian. Illuminate may use SPII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to Illuminate.

4. In accordance with the terms of this Agreement, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to the Client, students, parents, or individuals authorized by parents.

5. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether Illuminate receives payment or other consideration from one or more third-parties in exchange for the SPII. This exception applies only to entities that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

K. Insurance Coverage.

Illuminate represents that it is currently insured for and throughout the term of this Agreement shall maintain insurance to protect the insured party's liabilities hereunder. Such coverage shall include, but shall not be limited to, Errors & Omissions Liability insurance protecting against, among other things, liability arising from incidents related to the storage, maintenance, processing, and security of Client Data, including a breach of the security thereof, with a limit of not less than $1,000,000 per claim and a $1,000,000 policy aggregate and written by an insurer rated A-, VII or better by AM Best.

STUDENT DATA PRIVACY AND SECURITY ADDENDUM

Language for the Following States –

LA

(a) Definitions.

(i) "***Pupil-Generated Content***" means materials created by a pupil, excluding pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(ii) "***Pupil Records***" means any information (i) directly related to a pupil that is maintained by Client or (ii) acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other

Client employee, but does not include de-identified information, including aggregated de-identified information, used by Illuminate to improve its educational products, to demonstrate the effectiveness of its products and in the development and improvement of educational sites, services or applications.

(b) Ownership and Control of Pupil Records. Pupil Records obtained by Illuminate from Client will continue to be the property of and under the control of the Client.

(c) Possession and Control of Pupil-Generated Content. Pupils may retain possession and control of their own Pupil-Generated Content, and may transfer their own Pupil-Generated Content to a personal account, by submitting a written request directly to the Client.

(d) Use of Pupil Records. Illuminate will not use any information in a Pupil Record for any purpose other than those required or specifically permitted by this Agreement and specifically will not use personally identifiable information in a student's Pupil Records to engage in targeted advertising.

(e) Correction of Pupil Records. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the student's Pupil Records and correct erroneous information contained therein by submitting a written request for access or a written description of the erroneous information and request for correction to Client and furnishing Client, upon request, such information as is reasonably required to respond to the request. Client is responsible for correcting all such erroneous information and Illuminate agrees to fully cooperate with Client to make such corrections.

(f) Security and Confidentiality. Illuminate will take all legally required actions to ensure the security and confidentiality of Pupil Records, including but not limited to the designation and training of responsible individuals. Illuminate will identify those employees and consultants who will have access to Pupil Records and ensure that such individuals receive instructions as to compliance with the security and confidentiality requirements of this Agreement with respect to Pupil Records. Illuminate warrants that all Pupil Records will be encrypted in transmission. Illuminate further

warrants that it will deploy electronic security tools and technologies, including anti-virus protection and intrusion-detection methods in providing the services under Agreement.

(g) Notice of Unauthorized Disclosure. In the event of an unauthorized disclosure of Pupil Records, each party agrees to advise the other promptly upon discovery of such a disclosure and, if required by law, Client will notify affected parents, legal guardians, or students who have reached 18 years of age, as applicable, in writing of such unauthorized disclosure.

(h) Certification of Non-Retention. Illuminate certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to Illuminate upon completion of the terms of this Agreement. This certification may be enforced through any lawful means, including but not limited to civil action.

(i) FERPA and State Equivalent Compliance. Client and Illuminate each represents and warrants that it and its agents, employees and subcontractors have and will continue to receive training so as to be familiar with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and equivalent state provisions, and each party agrees that it will comply with such provisions and take all reasonable measures necessary to protect Pupil Records from disclosure.

(j) Other Third Party Content. Nothing in this Section shall be construed to impose liability on Illuminate for content provided by any third party.

(k) Additional Louisiana Requirements.

(i) Illuminate agrees to store student information in a manner that grants the ability to access student information only to those individuals authorized by Illuminate or Client. Illuminate shall implement procedures to authenticate those individuals permitted to access student information. Student information should be protected by appropriate physical, electronic, and procedural security measures. Illuminate will determine the level of security that will provide protection for the student

information it maintains. Illuminate agrees to perform regular reviews of its protection methods and perform system auditing to maintain protection of its systems.

(ii) Illuminate agrees to comply with the requirements of La. R.S. 51:3071 et seq. as well as other applicable breach notification laws. Illuminate shall establish and implement a data breach response plan outlining organizational policies and procedures for addressing a potential breach. Illuminate's response plan shall require adequate response to minimize the risk of further data loss and negative consequences of the breach, including potential harm to affected individuals.

(iii) To the extent required by state and federal law, Illuminate agrees that auditors from any state, federal, or other governmental agency, as well as auditors previously designated by Client, shall have the option to audit the privacy and data security components of Illuminate's operations with respect to the services provided to Client. Such records pertaining to the privacy and data security components of the services shall be made available to auditors and the Client when requested.

TERMS OF SERVICE FOR HOSTED DATA PLATFORM SERVICES

Language below applies to the following products –

IO Insights, IO Assessment, IO Classroom, IO Operations, IO Messenger, Illuminate DNA, Illuminate ISI, Illuminate ISE, Illuminate EduClimber, Illuminate Achievement Dashboard, Illuminate Messaging, Illuminate Lightning Grader, SchoolCity SUITE

These Terms of Service ("Terms"), together with any Order for the Data Services, contain the service terms that apply to any and all hosted data aggregation and analytics and related services (collectively, "Data Services") provided by Illuminate Education, Inc. ("Illuminate") to the client identified in such Order ("Client"). Such terms are in addition to, and not in lieu of, the Master Services Agreement (including the General Terms referenced therein) in effect between Illuminate and Client ("MSA"). Capitalized terms used and not otherwise defined herein shall have the same meanings given for those terms in the MSA.

1. **Definitions.**

1.1 “Illuminate Data” means any and all information provided by third parties to Illuminate or created by Illuminate that is made available to Client via the System, other than Client Data.

1.2 “Output” means the output generated from Client’s or its End Users’ use of the System, namely, charts, graphs, tables and reports generated by the System at Client’s or its End User’s direction.

2. **Provision of Services.**

2.1 Agreement to Provide Services. Subject to the terms and conditions of this Agreement, by its execution or acceptance of an Order for the Data Services, Illuminate agrees to provide Client the specific Data Services set forth on the Order(s), which Data Services include, at a minimum, access, via the Internet, to Illuminate’s proprietary hosted data platform software application described in the Order and the Illuminate Data subscribed to by Client and included in such hosted application (collectively, the “System”), together with technical support with respect to use of the System, as described in Section 2.6 of these Terms. The Data Services may also include one or more of the following (each as more specifically described on the applicable Order(s)): (i) implementation services with respect to the System as described in that Order in order to integrate the System with Client’s computing environment; (ii) training services for Clients and its faculty and administrator End Users with respect to their use of the System; and (iii) access, via the System, to various third-party, integrated “add-on” products, services or data subscribed to by Client pursuant to an Order (collectively, “Third Party Add-Ons”).

2.2 License Grant. Subject to the terms and conditions of this Agreement, Illuminate grants to Client, during the Service Term of an Order for the Data Services, a limited, nontransferable, nonexclusive license to (i) use the Illuminate Data solely for its own internal business and research purposes as set forth in these Terms; (ii) permit its employees, students attending Client’s schools, and guardians of those students to access over the Internet and use the System solely to support Client’s normal course of business and according to the access authority levels configured or assigned by Client; (iii) to the extent permitted by applicable law, publish the Output and Client’s analysis of the Illuminate Data included in the Output in research reports or other publications published

or issued in Client's usual and ordinary course of business to Client's constituents (whether in paper or electronic form) (each, an "Authorized Publication"); and (iv) disseminate those Authorized Publications, provided that (x) "Illuminate Education, Inc.," is credited as the source of the results published therein, and (y) those Authorized Publications are not distributed or sold or subscribed to for consideration or compensation.

2.3 Restrictions on Use. Client and its End Users may not (i) use, license, sell, redistribute, lease, extract or otherwise transfer or assign the Data Services, Illuminate Data, Third Party Add-Ons or any component thereof, except as expressly permitted herein; (ii) alter or permit a third party to alter any part of the Data Services, Illuminate Data or Third Party Add-Ons; (iii) use or permit the use of the Data Services, Illuminate Data or Third Party Add-Ons for any unlawful purpose; (iv) reverse engineer or otherwise attempt to derive source code or other trade secrets from the Data Services, Illuminate Data or Third Party Add-Ons; (v) use the Data Services in a way that could harm Illuminate's network or System or impair a third party's use of the Data Services (including by transmitting by or uploading to the System any viruses, worms, Trojan horses or other malicious code); or (vi) use the Data Services to try to gain unauthorized access to any service, data, account or network by any means.

2.4 Customizations and Enhancements. From time to time, Illuminate may make enhancements or customizations to the System. Any intellectual property created in the course of performing the Data Services, whether by Illuminate alone or jointly with Client, shall be and remain the exclusive property of Illuminate, and Client assigns any of its rights, interest or title in or to the same to Illuminate.

2.5 Implementation and Training Services. Illuminate will use commercially reasonable efforts to complete all implementation and training services ordered by Client consistent with an implementation schedule to be agreed to by Client and Illuminate. Client acknowledges that the System (if included in Customer's subscription) may not be available for use (in whole or in part) by Client or its End Users until such implementation has been completed. Any intellectual property created in the course of performing the Services, whether by Illuminate alone or jointly with Client, shall be and remain the exclusive property of Illuminate, and Client assigns any of its rights, interest or title in or to the same to Illuminate.

2.6 Client Support. Illuminate will provide Client and its faculty and administrator End Users with reasonable technical assistance by phone and email or other Internet-based communication with respect to the access and use of the System and the identification and reporting of problems or errors with the System; any limitations on usage of such support services are identified in the applicable Order. Illuminate will respond to Client within a reasonable period of time from a request placed by Client during Illuminate's normal support hours, 8 a.m. to 8 p.m., Eastern Standard/Daylight Time, Monday through Friday, holidays excepted; such hours are subject to change without notice. Illuminate may also provide support and technical assistance or reference guides to End Users online, via the System or at such other locations as Illuminate may elect, in its sole discretion.

3. **Configuration of Services and Illuminate Data.**

3.1 Configuration of Services. Illuminate may from time to time update the functionality, features, user interface, user documentation, training and educational information, and any other aspects of or relating to the Data Services in its sole discretion, provided that such changes do not materially adversely affect the functionality of the Data Services.

3.2 Transmission of Data. Illuminate does not make any guarantee as to the integrity or accuracy of the Illuminate Data as provided to Illuminate, and Illuminate does not make any guarantee or warranty as to the quality of transmission of data over telephone, digital subscriber lines or any other method of Internet delivery, including, without limitation, server downtimes or other network related problems except as described in Section 5, below.

3.3 Redistribution of Illuminate Data. As part of the Data Services, Illuminate may offer data and information for which Illuminate has obtained redistribution rights. If for any reason Illuminate does not possess these redistribution rights, it will immediately discontinue the distribution of the Illuminate Data, reports or information that was predicated on Illuminate's possession of such rights.

4. **Client Requirements**.

4.1 Client Equipment. Illuminate may establish, from time to time, minimum browser system requirements set forth at https://www.illuminateed.com/requirements (../requirements), or such other URL as specified by Illuminate from time to time (the "System Requirements"), for the equipment from which the System should be accessed so that all licensed functionalities are operational. Client may be required to purchase software, hardware or services (such as Internet access services and scanner hardware and software) in order to utilize the Data Services or satisfy the System Requirements, as may be amended by Illuminate from time to time. Client shall be solely responsible for all such software, hardware and services.

4.2 Access Credentials. Client is responsible for maintaining the confidentiality of all usernames, passwords and related information (collectively, "Access Credentials") assigned to or connected with its subscription. Client will not permit the sharing of Access Credentials and related information by its End Users. If a faculty or administrator End User leaves the employ of Client or transfers to an unrelated position in Client's employ, Client may designate a replacement End User without charge.

5. **Limited Warranty.** Illuminate warrants that it will use commercially reasonable efforts to integrate Client Data provided by Client or its third party SIS vendor and provide the Data Services to Client, provided that: (i) Client and all End Users have used equipment, settings and software that meet the System Requirements and have not otherwise used any equipment or software that adversely affects the Services; and (ii) Client has paid all amounts due under this Agreement and is not in default of any provision of this Agreement. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY CONTAINED IN THIS SECTION 5 IS REDELIVERY OF THE ILLUMINATE DATA OR REPERFORMANCE OF THE NONCONFORMING DATA SERVICES, AS APPLICABLE. WITHOUT LIMITING THE GENERALITY OF THE DISCLAIMERS IN SECTION 7 OF THE GENERAL TERMS INCLUDED IN THE MSA, ALL THIRD-PARTY ADD ONS AND ANY ILLUMINATE DATA LICENSED FROM A THIRD PARTY IS PROVIDED "AS-IS," AND ILLUMINATE DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE SAME.

TERMS OF SERVICE FOR HOSTED PROFESSIONAL DEVELOPMENT SERVICES

Language below applies to the following products –

IO CaseNex

These Terms of Service ("Terms"), together with any Order for the Data Services, contain the service terms that apply to any and all hosted professional development or educational training and related services (collectively, "PD Services") provided by Illuminate Education, Inc. ("Illuminate") to the client identified in such Order ("Client"). Such terms are in addition to, and not in lieu of, the Master Services Agreement (including the General Terms referenced therein) in effect between Illuminate and Client ("MSA"). Capitalized terms used and not otherwise defined herein shall have the same meanings given for those terms in the MSA.

6. **Definitions.**

6.1 "Illuminate Content" means all training curriculum, video and audio recordings, written and electronic materials and other content included in an Illuminate Course.

6.2 "Illuminate Course" means an online professional development or similar educational training course of instruction with respect to a specific subject offered by Illuminate.

7. **Provision of Services.**

7.1 Agreement to Provide Services. Subject to the terms and conditions of this Agreement, by its execution or acceptance of an Order for the PD Services, Illuminate agrees to provide Client the specific PD Services set forth on the Order(s), which PD Services include, at a minimum, access, via the Internet, to the Illuminate Courses described in the Order and the Illuminate Content included therein and technical support with respect to such access as described in Section 2.6, below. The PD Services may also include one or more of the following (each as more specifically described on the applicable Order(s)): (i) live or rebroadcast instruction or proctoring with respect to one or more of the subscribed Illuminate Courses, which may be provided via web-cast or similar remote means; (ii) training and instructional support services for Client's in-house instructors with respect to one or more of the subscribed Illuminate Courses; (iii)

registration or other set-up or implementation services with respect to one or more of the subscribed Illuminate Services; or (iv) other similar professional or consulting services ancillary to Client's subscription to the Illuminate Courses.

7.2 License Grant. Subject to the terms and conditions of this Agreement, Illuminate grants to Client, during the Service Term of an Order for the PD Services, a limited, nontransferable, nonexclusive license for Client and its employees (who shall be the only authorized "End Users" of the PD Services for purposes of these Terms) to access over the Internet and use the Illuminate Courses (including the Illuminate content set forth therein) solely to support Client's normal course of business.

7.3 Restrictions on Use. Client and its End Users may not (i) use, license, sell, redistribute, lease or otherwise transfer or assign the Illuminate Courses, Illuminate Content or any component thereof, except as expressly permitted herein; (ii) alter or permit a third party to alter any part of the Illuminate Courses or Illuminate Content; (iii) use or permit the use of the Illuminate Courses or Illuminate Data for any unlawful purpose; or (iv) permit any third party (other than an End User hereunder) to access or use the Illuminate Courses or Illuminate Content.

7.4 Customizations and Enhancements. From time to time, Illuminate may make enhancements or customizations to the Illuminate Courses and Illuminate Content. Any intellectual property created in the course of performing the PD Services, whether by Illuminate alone or jointly with Client, shall be and remain the exclusive property of Illuminate, and Client assigns any of its rights, interest or title in or to the same to Illuminate.

7.5 Implementation and Training Services. Illuminate will use commercially reasonable efforts to complete all implementation and training services ordered by Client consistent with an implementation schedule to be agreed to by Client and Illuminate. Client acknowledges that the Illuminate Courses may not be available for use (in whole or in part) by Client or its End Users until such implementation or instruction has been completed.

7.6 Client Support. Illuminate will provide Client and its End Users with reasonable technical assistance by phone and email or other Internet-based communication with respect to the access and use of the Illuminate Courses. Illuminate will respond to Client

within a reasonable period of time from a request placed by Client during Illuminate's normal support hours, 8 a.m. to 8 p.m., Eastern Standard/Daylight Time, Monday through Friday, holidays excepted; such hours are subject to change without notice. Illuminate may also provide support and technical assistance or reference guides to End Users online via the PD Services or at such other locations as Illuminate may elect, in its sole discretion.

8. **Configuration of Services.**

8.1 Modification of Content. Illuminate may from time to time update the materials included in the Illuminate Content and any other aspects of or relating to the PD Services in its sole discretion, provided that such changes do not materially adversely affect the functionality of the PD Services.

8.2 Transmission of Data. Illuminate does not make any guarantee or warranty as to the quality of transmission of data over telephone, digital subscriber lines or any other method of Internet delivery, including, without limitation, server downtimes or other network related problems except as described in Section 5, below.

9. **Client Requirements**.

9.1 Client Equipment. Illuminate may establish, from time to time, minimum browser system requirements set forth at https://www.illuminateed.com/requirements (../requirements) or such other URL as specified by Illuminate from time to time (the "System Requirements"), for the equipment from which the Illuminate Courses should be accessed so that all included functionalities are operational. Client may be required to purchase software, hardware or services (such as Internet access services) in order to utilize the PD Services or satisfy the System Requirements, as may be amended by Provider from time to time. Client shall be solely responsible for all such software, hardware and services.

9.2 Access Credentials. Client is responsible for maintaining the confidentiality of all usernames, passwords and related information (collectively, "Access Credentials") assigned to or connected with its subscription. Client will not permit the sharing of Access

Credentials and related information by its End Users. If an End User leaves the employ of Client or transfers to an unrelated position in Client's employ, Client may designate a replacement End User without charge.

10. **Limited Warranty.** Illuminate warrants that it will use commercially reasonable efforts to provide the PD Services to Client, provided that: (i) Client and all End Users have used equipment, settings and software that meet the System Requirements and have not otherwise used any equipment or software that adversely affects the Services; and (ii) Client has paid all amounts due under this Agreement and is not in default of any provision of this Agreement. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE WARRANTY CONTAINED IN THIS SECTION 5 IS REDELIVERY OF THE ILLUMINATE COURSE OR REPERFORMANCE OF THE PD SERVICES, AS APPLICABLE

ADDITIONAL TERMS AND CONDITIONS

Language below applies to the following products –

VAL-ED Assessments

General Release and Waiver: Client, on its own behalf and on behalf of all of its End Users, hereby agrees to release and waive all claims against Illuminate its parent, subsidiaries, affiliated companies, agents or content providers, and the directors, trustees, officers, shareholders, employees, agents and representatives of each of the foregoing, from any and all claims, damages, liabilities, costs and expenses arising out of use of the VAL-ED Assessment and any results thereof.

Data Use: Illuminate's provision of the VAL-ED Assessments and Services offered under this Order is subject to a license from third parties who hold proprietary rights thereto. By executing this Order, Client agrees that Client Data generated via the Services may be disclosed to Illuminate's licensors and their agents for the purpose of (i) research by such licensors and their agents, (ii) validation of VAL-ED Assessments measures; (iii) improvement and administration of the Services; and (iv) providing for continuity of VAL-ED Assessments and similar services upon expiration or termination of this Order.

ADDITIONAL TERMS AND CONDITIONS

Language below applies to the following products –

Inspect Item Bank, Inspect Plus Item Bank, NGSS Formatives, Quick Checks

The following terms and conditions apply to the Key Data Systems ("KDS") products listed above (referred to herein as the "Item Bank"; and individual items, materials associated with the items such as reading passages and graphics and scoring materials from the Item Bank as "Items") provided to Client included with the assessment products licensed hereunder.

License Grant. Client is hereby granted a limited, non-exclusive, non-transferable right and license (the "License") to access and use the Item Bank through the System within the State in which the Client is organized, authorized and resides (the "Licensee Territory") to provide noncommercial access and use of any or all of the items from the Item Bank to students registered within the Licensee's schools/Clients for the sole purpose of performing formative assessments of those students (the "License"). Client is strictly prohibited from using or promoting any Items in the Item Bank as high stakes assessments. All rights, licenses and privileges not expressly granted to Client hereunder remain exclusive to KDS. Without limiting the generality of the foregoing, Client acknowledges that KDS retains all rights under copyright and all other intellectual property rights in and to the Item Bank, all Items included therein and all modifications and derivative works created there from. Client's rights to access and use the Item Bank, the Items and all modifications and derivative works thereof shall terminate upon the earlier of (i) termination of the Order between the Client and Illuminate with respect to assessment products or the Item Bank, or (ii) termination of Illuminate's right and license to distribute the Item Bank. Client acknowledges that use of the Item Bank, the Items and all modifications and derivative works thereof after termination of this license is strictly prohibited and would constitute infringement of KDS' proprietary rights.

Modifications. Throughout the term of this License, KDS will have the right, at its sole discretion, to modify the Item Bank, and to delete, and require the deletion by the Licensee, of specific Items or passages from the Item Bank.

DATA EXTRACTS: KDS shall have the option to request data files for the Illuminate containing a consistent, unique, pseudo student identifier (not student Client ID), demographics, and individual responses for assessments created with INSPECT. With regard to this License, KDS agrees to abide by the No Child Left Behind Act Publication 107-110 and Family Educational Rights and Privacy Act (FERPA).

KDS Representations, Warranties and Limitations of Liability. KDS REPRESENTS THAT IT HAS THE RIGHT TO GRANT THIS LICENSE. KDS MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, TITLE. KDS IS NOT RESPONSIBLE FOR THE VALIDITY, FAIRNESS OR QUALITY OF ASSESSMENTS THAT ARE ULTIMATELY PREPARED BY CLIENT USING THE ITEM BANK. KDS WILL HAVE NO RESPONSIBILITY WITH RESPECT TO ANY USE OF THE ITEM BANK OR ANY ITEMS (I) TO THE EXTENT THAT ANY ITEMS HAVE BEEN MODIFIED WITHOUT PRIOR WRITTEN APPROVAL BY KDS OR (II) FOR ANY PURPOSE OTHER THAN FOR FORMATIVE STUDENT ASSESSMENTS OR (III) FOR FAILURE TO USE THE ITEMS OR ITEM BANK IN ACCORDANCE WITH THE LICENSE OR CLIENT'S AGREEMENT WITH ILLUMINATE. KDS IS NOT RESPONSIBLE FOR THE CONTENT, ACCURACY, COMPLETENESS OR ADEQUACY OF ANY STATE STANDARDS ACCESSIBLE THROUGH THE COVERED PLATFORM.

KDS will have no liability under Client's agreement with Illuminate. In no event shall KDS be liable for consequential, incidental, punitive or other indirect damages. FURTHERMORE, NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL KDS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE FEES PAID TO KDS BY OR ON BEHALF OF CLIENT PURSUANT TO THIS LICENSE OR CLIENT'S AGREEMENT WITH ILLUMINATE DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM.

ADDITIONAL TERMS AND CONDITIONS

Language below applies to the following products –

FAST

WHEREAS, Illuminate has licensed from Fast Bridge Learning, LLC ("***FastBridge***") the right to make available in conjunction with Illuminate's Software certain formative student assessments and related materials owned by FastBridge ("***FAST***"); and

WHEREAS, Client and Illuminate wish to amend the Agreement to provide that Illuminate will make FAST available to Client for use in conjunction with Client's use of the Software on the terms set forth below.

NOW, THEREFORE, Illuminate and Client mutually agree as follows:

AGREEMENT

2. Authorization to Use FAST. Beginning two weeks after execution of this amendment, and continuing until the earlier of (i) the end of the Term, and (ii) June 30th of the third school year of Client following the Effective Date, so long as Illuminate continues to have the right to authorize Client to use FAST in connection with the Software, it will enable the Software through an API to allow Client to access and use FAST, which is hosted on FastBridge's servers, for the annual fee set forth in Section 3. In the event that Illuminate ceases to have such right, or FastBridge dissolves or otherwise ceases to make FAST available to Illuminate, Illuminate will work with Client to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to Client. If Illuminate is unable to find or obtain the right to an alternative product on such terms, Client's sole remedy will be the termination of the annual fee for FAST set forth in Section 3. Illuminate makes no representations or warranties, whether statutory or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, regarding FAST or its functionality, quality or continuing availability (or that of any alternative product) and will have no liability with respect thereto.

3. Click-Through Acceptance. Client users over the age of 17, including group proctors, teachers, specialists, school managers and Client managers, will be required to agree to FastBridge's click-through end-user license agreement acceptance ("***Click-Through Acceptance***") as a condition to being provided access to and use of FAST. The form of Click-Through Acceptance and FastBridge's related Terms of Use and License Agreement are available at https://app.fastbridge.org/login.do

4. Use of FAST. Since the number of students for whom assessments using FAST will not be known with certainty at the beginning of each school year, Illuminate and Client will agree on a reasonable estimate thereof and Client will pay to Illuminate the estimated amount of the FAST Fee for the upcoming school year (the "***Estimated FAST Fee***") based on such estimate, together with the Annual License Fee due for such year. Prior to the end of such school year, the actual number of students for whom assessments using FAST were performed during the school year will be determined and, (i) if the FAST Fee based on the actual number of students is greater than the Estimated FAST Fee, such shortfall amount shall immediately be paid by the Client to Illuminate, or (ii) if the FAST Fee based on the actual number of students is less than the Estimated FAST Fee, such excess amount shall immediately be refunded by Illuminate to Client.

5. Ownership Rights. Client acknowledges and agrees that it will have no ownership, license or other rights of any nature with respect to FAST, except to access and use it in conjunction with the Software as specifically set forth herein.

6. Technical Support. Client agrees that all routine communications regarding FAST, including technical support questions, will be directed first to Illuminate.

7. Confidentiality. Client agrees that FAST will be treated as Third Party Materials subject to the confidentiality provisions of the Agreement.

8. Disclosure of Testing Results. Client hereby authorizes FastBridge to disclose Client's testing results from the use of FAST to the University of Minnesota solely for non-commercial educational research purposes and provided that such testing results do not include any data that identifies, or would permit the identification of, the Client or its students.

ADDITIONAL TERMS AND CONDITIONS

Language below applies to the following products –

Certica SCI/SS, Certica Spanish, Certica Navigate Full Bank

WHEREAS, Illuminate has licensed from a third party the right to make available in conjunction with the Software (as defined in the Agreement) a database of test questions known as "**Certica Formative Assessment Science and Social Studies**", "**Certica Spanish**", "**Certica Navigate**", all known as (the "**Item Bank**"); and

WHEREAS, Client and Illuminate wish to amend the Agreement to provide that Illuminate will make the Item Bank available to Client for use in conjunction with Client's use of the Software on the terms set forth below.

NOW, THEREFORE, Illuminate and Client mutually agree as follows:

AGREEMENT

9. Use of Item Bank. Illuminate has entered into an agreement with a third party that permits it to authorize Client to download from such third party's servers, or otherwise access, and use the Item Bank through the Service. Beginning on the service period start date and so long as Illuminate continues to have the right from such third party to authorize Client to use the Item Bank in connection with the Service, it will enable the Service for the Client. In the event that Illuminate ceases to have such right, or the third party dissolves or otherwise ceases to make the Item Bank available to Illuminate, Illuminate will work with Client to identify an alternative product providing substantially similar functionality and on substantially similar terms, and make such product available to Client. If Illuminate is unable to find or obtain the right to provide an alternative product on such terms, Client's sole remedy will be the termination of the Service. Illuminate makes no representations or warranties regarding the functionality, quality or continuing availability of the Item Bank (or any alternative product) and will have no liability with respect thereto.

10. Ownership Rights. Client acknowledges that it will have no ownership rights with respect to the Item Bank and that Client employees will only be entitled to use the Item Bank in conjunction with their use of the Service.

Receive the latest news, tips, and product information!

SIGN UP!

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News (https://www.illuminateed.com/about/news/)

Webinars (https://www.illuminateed.com/resources/webinars/)

Events (/events)

Partner Program (https://www.illuminateed.com/partners/)

Careers (https://www.illuminateed.com/about/careers/)

Resource Library (https://www.illuminateed.com/resources/resource-library/)

Security & Privacy (https://www.illuminateed.com/resources/security-privacy/)

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IMAGINE LEARNING END USER TERMS OF SERVICE

VERSION 1.0

LAST REVISED ON: APRIL 20, 2021

Welcome to Imagine Learning! Before using Imagine Learning's website, software, products, mobile application(s), and services (together, the "**Services**", "**our Services**", or "**Company's Services**"), it is important that you carefully read the following agreement. The website located at www.imaginelearning.com (the "**Site**") is a copyrighted work belonging to Imagine Learning, Inc. ("**Company**", "**us**", "**our**", and "**we**"). Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted as appropriate in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms of Service.

THESE TERMS OF SERVICE (THE "**TERMS**"), ALONG WITH COMPANY'S PRIVACY POLICY, SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF COMPANY'S SERVICES. BY USING THE SERVICES, YOU ARE ACCEPTING THESE TERMS. YOU MAY NOT USE THE SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 13 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT USE THE SERVICES.

THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 10.3) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCOUNTS

1.1 Account Creation. Before you use certain features of Company's Services, an account will be created for you ("**Account**") at the direction of the "**Account Holder**" (typically teachers or school administrators representing schools and/or school districts who subscribe to our Services). You represent and warrant that: (a) any registration information you provide to Account Holder will be truthful and accurate; and (b) you will maintain the accuracy of such information. You may request deletion of your Account by contacting the Account Holder. Company may suspend or terminate your Account in accordance with Section 8.

1.2 Account Responsibilities. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Account Holder of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

2. ACCESS TO THE SITE

2.1 License. Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal, noncommercial use.

2.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services, whether in whole or in part, or any content displayed on the Services; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site or Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Services shall be subject to these Terms. All copyright and other proprietary notices on the Services (or on any content displayed on any Service) must be retained on all copies thereof.

2.3 Modification. We reserve the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

2.4 No Support or Maintenance. You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Services.

2.5 Ownership. Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and their content

are owned by Company or our suppliers. Neither these Terms (nor your use of the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

2.6 Compliance with Law. You are responsible for using the Services in compliance with all applicable federal and state laws and regulations. You shall not use the Services in violation of any applicable law.

2.7 Use by Children Under 13. The Children's Online Privacy Protection Act ("**COPPA**") requires that all online service providers, including Company, obtain parental consent before knowingly collecting personally identifiable information from children under the age of 13. Company does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Company by Account Holder. Children under the age of 13 are prohibited from using the Services or creating an Account unless they are doing so with parental consent or with the consent of an Account Holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us, please contact us at privacy@weldnorthed.com.

2.8 Accessibility. Company is committed to ensuring that the Services remain accessible to all individuals, regardless of disability. Company will take reasonable steps to ensure that the Services meet common industry standards for accessibility and materially comply with the requirements of the Americans with Disabilities Act ("**ADA**"), as applicable. If you have any suggestions about improvements Company can make to enhance the accessibility of the Services, please contact us at accessibility@weldnorthed.com.

3. USER CONTENT

3.1 User Content. "**User Content**" means any and all information and content that a user submits to, or uses with, the Services (e.g., content in the user's profile or postings). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). You may not represent or imply to others that your User Content is in any way provided, sponsored, or endorsed by Company. Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. We are not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

3.2 License. You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

3.3 Acceptable Use Policy. The following terms constitute our "**Acceptable Use Policy**":

(a) You agree not to use the Services to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(b) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or

procedures of such networks; (v) attempt to gain unauthorized access to our Services (or to other computer systems or networks connected to or used together with the Services), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Services; or (vi) use software or automated agents or scripts to produce multiple accounts on the Services, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) our Services (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

(c) You further agree that you will not: (i) publish or post screenshots, video, text or other reproductions of content from any course provided through the Services or (ii) use any technology, code, or other method to automatically skip content or answer questions provided through the Services. The building, use, or sharing of any such technology, code, or other methodology is strictly prohibited.

3.4 Enforcement. We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

3.5 Feedback. If you provide us with any feedback or suggestions regarding the Services ("**Feedback**"), you hereby assign to Company all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to us as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

3.6 Your Data. As an education technology company that may collect data about K-12 and postsecondary students, Company is subject to certain laws and regulations, some of which are described below. Please visit our Privacy Policy for more information on how we collect, use, and safeguard data.

(a) Company will materially comply with all applicable federal and state student privacy laws and regulations. We will provide access to Personal Information pertaining to K-12 students only to our employees and subcontractors who need to access the data.

(b) "**Personal Information**" means, collectively personally identifiable information as defined in applicable law including the Family Educational Rights and Privacy ("**FERPA**"), the California Consumer Privacy Act ("**CCPA**"), and the European Union's General Data Protection Regulation ("**GDPR**").

4. INDEMNIFICATION. You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Services, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

5. THIRD-PARTY LINKS; OTHER USERS

5.1 Third-Party Links. The Services may contain links to third-party websites and services (collectively, "**Third-Party Links**"). Such Third-Party Links are not under the control of Company, and we are not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party's terms and policies apply, including the third party's privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

5.2 Other Users. Each Service user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Service users are solely between you and such users. You agree that Company will not be

responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

5.3 Release. You hereby release and forever discharge Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Services (including any interactions with, or act or omission of, other Service users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. DISCLAIMERS

THE SITE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

7. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. $50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. TERM AND TERMINATION.

8.1 Termination; Effect of Termination. Subject to this Section, these Terms will remain in full force and effect while you use the Services. We may suspend or terminate your rights to use the Services (including your Account) at any time for any reason at our sole discretion, including for any use of the Services in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Services will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms

are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 2.7, and Sections 4 through 10.

8.2 Deletion of Personal Information. Upon termination of your Account, you may request that Account Holder direct Company to delete any Personal Information from its live databases. Company agrees to take commercially reasonable steps to honor any deletion requests received from Account Holder in a reasonable amount of time (not to exceed ninety (90) days). You understand and agree that Company may continue to have Personal Information in archive files or similar databases. You further agree that Company has no obligation to delete aggregated or de-identified information. Company may retain and use aggregated and de-identified information for any purpose that is consistent with applicable federal and state laws and regulations.

9. COPYRIGHT POLICY.

Company respects the intellectual property of others and asks that users of our Services do the same. In connection with our Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Services, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The designated Copyright Agent for Company is:

Designated Agent: Legal Department
Address of Agent: 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@weldnorthed.com

10. GENERAL

10.1 Fees. At this time, all fee agreements are made with Account Holder. Any change to this policy would be effective upon thirty (30) calendar days' notice.

10.2 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Site. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

10.3 Dispute Resolution; Mandatory Arbitration. ***Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.***

(a) *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under

the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) *Notice Requirement and Informal Dispute Resolution*. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (**"Notice"**) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: Attn: Legal Department, 8860 E Chaparral Road, Suite 100, Scottsdale AZ 85250. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) *Arbitration Rules*. Arbitration shall be initiated through the American Arbitration Association (**"AAA"**), an established alternative dispute resolution provider (**"ADR Provider"**) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (**"Arbitration Rules"**) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Company made to you prior to the initiation of arbitration, Company will pay you the greater of the award or $2,500.00. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) *Additional Rules for Non-Appearance Based Arbitration*. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) *Time Limits*. If you or Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) *Authority of Arbitrator*. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.

(g) *Waiver of Jury Trial*. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) *Waiver of Class or Consolidated Actions*. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND

NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) *Confidentiality*. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) *Severability*. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) *Right to Waive.* Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) *Survival of Agreement*. This Arbitration Agreement will survive the termination of your relationship with Company.

(m) *Small Claims Court.* Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.

(n) *Emergency Equitable Relief*. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) *Claims Not Subject to Arbitration.* Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) *Courts.* In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Maricopa County, Arizona, for such purpose.

10.4 Export. The Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

10.5 Disclosures. Company is located at the address in Section 10.11. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

10.6 Electronic Communications. The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from us in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

10.7 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Services. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other.

10.8 Severability. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

10.9 Assignment. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

10.10 Copyright/Trademark Information. Copyright © 2021 IMAGINE LEARNING, INC. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

10.11 Contact Information:

Legal Department
8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250
Telephone: 480-675-7284
E-mail: legal@weldnorthed.com

imagine learning

Bill To	Ship To
Attn: Accounts Payable Carmel Unified School District PO Box 222700 Carmel CA 93922-2700	Central Office Carmel Unified School District 4380 Carmel Valley Rd. Carmel CA 93923

	193409
Date	3/5/2021
Valid Until	6/3/2021
Partnership Manager	Jenny Meeske

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at or jenny.meeske@imaginelearning.com.

Quantity	Item	Unit Price	Amount
2	Imagine Math Site License All students enrolled have an Imagine Math license for one year from date of purchase.	$10,000.00	$20,000.00
1	Imagine Math Facts Site License All students enrolled have an Imagine Math Facts license for one year from date of purchase.	$5,000.00	$5,000.00
2	90-minute in-person professional learning event	$1,500.00	$3,000.00

Include the quote number (#193409) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PurchaseOrders@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$28,000.00
Tax Total	$0.00
Total	$28,000.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

Customer Onboarding

Thank you for considering Imagine Learning as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to you. Once we receive your purchase order or purchase contract, one of our Customer Experience Specialists will contact you to begin the onboarding process. In order to ensure a successful and speedy implementation, please have the following information available for your Customer Experience Specialist:

1. Schools where the licenses will be utilized and approximate number of students using licenses at each school.
2. Target launch date, what is the desired start date for training and/or student access.
3. Rostering contact information
4. Rostering method

Learn more about System Requirements and how to make the best rostering decision for your school or district on our Help Center.

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced.
For information about imagine Learning's License Agreement, Terms of Use, and Privacy Policy, please visit our website or email: privacy@imaginelearning.com.

max@languagenut.com

Terms & Conditions | Privacy Policy

IMPORTANT LEGAL NOTICE

These terms and conditions apply to the entire contents of this website under the domain name LANGUAGENUT.COM (the Website) and to any correspondence by email or telephone communications between us and you. These Terms and Conditions consist of this Notice, our Terms and Conditions of business and our Privacy Policy. This notice is issued by Languagenut.com (we/us/our).

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1. Introduction

1.1 You will be able to access some areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.2 By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

1.3 You will receive access to the full website following payment for the period of your subscription. Languagenut Ltd agrees to provide you with support by telephone or email during normal working hours (8-5 Monday to Friday) for the purpose of assisting you to maintain your access to the website.

1.4 You acknowledge that you have provided Languagenut Ltd with accurate and complete registration information and that it is your responsibility to update Languagenut Ltd of any changes to that information (including your email address) via support@languagenut.com

1.5 Access to the website (except for those parts that we make freely available) is only provided to you on condition that either you pay the Fee (if you are an individual member) or you are an authorised employee of an institution that has paid the Fee.

1.6 Your subscription begins the day that we send an email from Languagenut Ltd with your login details. It is your own responsibility to ensure that these details are passed on to the relevant person at your school or library to gain access to the site.

1.7 The fee for your subscription is calculated annually on the anniversary of the start of your subscription (unless otherwise stated) and payable by such method of payment as Languagenut Ltd requests. Languagenut Ltd is under no obligation to provide access until the fee has been paid. Your subscription will renew automatically and you will be notified three months before each renewal. Termination of renewal can only be made by written or verbal agreement with Languagenut Ltd.

1.8 We may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

1.9 Where you are a private consumer, nothing in these terms and conditions shall detract from your statutory rights.

2. Licence

2.1. You are permitted to print and download extracts from this Website for your own use on the following basis:

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2.1.2. no graphics on this Website are used separately from accompanying text; and

2.1.3. Languagenut.com's copyright and trade mark notices and this permission notice appear in all copies.

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2.3. Subject to paragraph 2.1, no part of this Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

2.4. Any rights not expressly granted in these terms are reserved.

3. Visitor material and conduct

3.1. Other than personally identifiable information, which is covered under the Privacy Policy, and save where on this Website we otherwise require you to provide specific

authorisation for the use of information or material, any material you transmit or post to this Website will be considered non-confidential and non-proprietary. We will have no obligations with respect to such material. Languagenut.com and its designees will be free to copy, disclose, distribute, incorporate and otherwise use such material and all data images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes, as will other users subject to clause 2.1.

3.2. We may require the removal of material, in whole or in part, uploaded to this site where such material is, in our view, likely to fall within the provisions of condition 3.3 or which may cause damage to our reputation. We therefore reserve the right to edit and/or remove, in whole or in part, material uploaded to this site without notice.

3.3. You are prohibited from posting or transmitting to or from this Website any material:

3.3.1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience;

3.3.2. for which you have not obtained all necessary licences and/or approvals;

3.3.3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or

3.3.4. which is technically harmful (including without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

3.4. You may not misuse the Website (including, without limitation, by hacking).

3.5. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of paragraphs 3.3 or 3.4.

4. Use of our services and purchase of our products

4.1. The services which we provide on this Website and the products which are available from our on-line catalogue are sold subject to our Terms and Conditions of business

5. Service access

5.1. While we endeavour to ensure that this Website is normally available 24 hours a day, we will not be liable if for any reason this Website is unavailable at any time or for any period or if any data uploaded is lost or becomes irretrievable.

5.2. Access to this Website may be temporarily suspended and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

5.3. You will take all reasonable steps to ensure that your username and password are not provided to or used by any other party and, where you are an organisation, that no one can access user accounts of individuals authorised by you to use this Website, save those authorised by you.

6. Disclaimer

6.1. We, and our officers, directors, employees, shareholders or agents do not accept any liability for the use made by you of the contents of the Website.

6.2. While we endeavour to ensure that the information on this Website is correct, we do not warrant the accuracy and completeness of the material on this Website or the authenticity of data images, sounds, text and other things which are uploaded to the Website by third parties. The content of this Website should only be used for information purposes and you should not rely on it to make or refrain from making any decision or take or refrain from taking any action.

6.3. We may make changes to the material on this Website or to the products and prices described in it at any time without notice. The material on this Website may be out of date and we make no commitment to update such material.

6.4. To the extent permitted by law, Languagenut.com excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness of purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

7. Liability

7.1. Languagenut.com (whether or not involved in creating, producing, maintaining, or delivering this Website) and its officers, directors, employees, shareholders or agents exclude all liability and responsibility for any amount or kind of loss or damage that may resort to you or a third party, (including without limitation, any direct, indirect, punitive, or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence) contract or otherwise in connection with this Website, in any way or in connection with the use, inability to use or the results of use of this Website, any Website linked to this Website or on such Websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing of this Website, or your downloading of any material from this Website, or any Website linked to this Website. Provided that nothing in this legal notice shall exclude or limit Languagenut.com's liability for:

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7.1.2. fraud;

7.1.3. misrepresentation as to a fundamental matter; or

7.1.4. any liability which cannot be excused or limited under applicable law.

7.2. If your use of material on this Website results in the need for servicing, repair or correction of equipment, software or data you assume all costs thereof.

7.3. You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by you (or where you are a Group user, by any user authorised by you) or any other liabilities arising out of your (their) use of this Website, or the use by any other person accessing the Website using your access code and/or your Personal Information.

8. Links to and from other websites

8.1. We are not responsible for the content of any linked Websites. We provide these links solely for convenience. If you use these links, you leave this Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their contents or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party Websites linked to this Website you do so entirely at your own risk.

8.2. If you would like to link to this Website you may do so on the basis that you link to, but do not replicate, the home page of this Website and subject to the following conditions:

8.2.1. you do not remove, distort, or otherwise alter the size or appearance of the Languagenut.com's logo;

8.2.2. you do not create a frame or any other browser or border environment around this Website;

8.2.3. you do not in any way imply that we are endorsing any products or services other than our own;

8.2.4. you do not misrepresent your relationship with us nor present any other false information about us;

8.2.5. you do not otherwise use any Languagenut.com trade marks displayed on this Website without express written permission from us;

8.2.6. you do not link from a website that is not owned by you; and

8.2.7. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

8.3. We expressly reserve the right to revoke the right granted in paragraph 8.2 for breach of these terms and to take any action that we deem appropriate.

8.4. You shall fully indemnify us for any loss or damage suffered by us for breach of paragraph 8.2.

9. Usage

9.1. Each registration or subscription is for a single school/home or institution only. We do not permit you to share your user name and password for use in multiple schools or institutions. If you have purchased a home licence then this is for home only and not to be used in school or an institution.

9.2. Where we allow bodies to register on behalf of several users such as (but not limited to) an employer organisation (group user), any such individual which makes use of this Website shall, subject to our terms and conditions, be entitled to continue using the Website as an independent user following the termination of that user's connection with that group user, including having access to the information and programs created during the course of that user's employment with or connection through the group user and each group user irrevocably agrees to such continued access. Nothing in this clause 9.2 shall constitute a group user as being liable for the individual following the receipt in writing by us of notification that the individual concerned is no longer connected to the group user.

9.3. Responsibility for the security of any password issued rests with you.

9.4. If Languagenut Ltd reasonably believes that your ID is being used in any way which is not permitted by this Agreement, Languagenut Ltd reserves the right to cancel access rights immediately on giving notice to you and to block access from your ID.

10. Governing Law and Jurisdiction

10.1. These terms and conditions and your use of this Website are governed by and construed in accordance with the Laws of England and Wales, and any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

11. Securing information

11.1. Languagenut is committed to protecting our users' privacy in line with EU data protection legislation (GDPR) and FERPA. Our staff have a legal duty to respect and enforce the confidentiality of our users' information and we have implemented processes and systems to secure and safeguard all information we collect. Our users' data is only accessible by those with a reasonable need to do so.

11.2. We use SSL certificates and HTTPS security to encrypt data sent from you to us. When using the Languagenut website, if the URL of a web page starts with HTTPS, or you see a locked/green padlock symbol, your data is encrypted when it is sent from your computer to our server.

11.3. When you sign up to a Languagenut trial and/or purchase a licence, the information we hold about you includes the following:

- First and last names
- Email address (either personal or school email)
- School name
- School address

11.4. We may collect students' names in the process of setting up classes and to allow schools to administer their accounts. This is the only personal information about students using our products/services we collect and it is only used for this purpose. Student usernames are generated by our system and are in the form of a combination of the student's first name and (if entered) the first letter of their family name. **Students will not be contacted by Languagenut** and **parents/schools may request that a child's data be removed at any time**. Removal will be completed by Languagenut after receiving a request by email.

11.5 Schools, teachers and parents can opt to use any name or pseudonym for any student. Where schools use anonymized student names, we would recommend using these when setting up student access in Languagenut.

11.6 Personal information will only be held for as long as necessary to provide our service and in line with EU data legislation and parents and schools can request information be deleted at any time.

12. Use of adults' personal information

12.1. We process personal information belonging to adults (e.g. teachers, bursars) for certain legitimate business purposes, which include some or all of the following:

- Providing subscription information, such as start date, login credentials and end dates
- Contacting you about the renewal of your subscription
- Keeping you informed of our range of products and services
- Requesting feedback on your experience of our products and services
- Complying with any legal obligation to disclose your information
- Where processing data enables us to enhance, modify, personalise or otherwise improve our services and communications for the benefit of our customers
- to enhance the security of our network and information systems

- to better understand how people interact with our websites, advertising and promotions
- to provide marketing communications which we think will be of interest to you
- to determine the effectiveness of promotional campaigns and advertising

12.2. Whenever we process data for these purposes we will ensure that we always keep your Personal Data rights in high regard and take account of those rights.

12.3. We respect your right to change your mind. If you decide that after opting in, you no longer wish to be informed about our products, please contact us. If you no longer wish to receive emails, you can click on the 'unsubscribe' link included in all our marketing emails. Please note that this may result in missing communication we will send about important updates to our products and services.

13. Use of students'/children's personal information

13.1. Where provided to us or entered into Languagenut by teachers, we use students names to generate login details to grant students access to Languagenut. Students usage data is used to generate graphs and tables to display individual, class and school performance graphs.

13.2. Languagenut does not market to students/children or take up any communication with them.

13.3. We display the flag for the country each student belongs to, usernames (first name plus the first letter of their surname, where provided) and total points in our World Ranking. Our World Ranking tables show the top 20 schools and top 20 students in separate tabs. In order to protect student privacy, it is impossible to see which school any given student belongs to.

13.4. Schools, teachers or parents can request that any student data held by us is deleted at any time.

14. Where your personal information is stored

14.1. Our customer database and its backup are stored on a cloud-based server in the UK. Access to the encrypted data is password-protected and restricted to authorised personnel.

15. Use of cookies

15.1. A *cookie*, or *browser cookie* is a small file which contains a website name and a unique user ID that is downloaded to your computer when you visit a website or use an app. Cookies are used by websites to give you a better user experience, by ensuring your user preferences are remembered (e.g. language selected). They are also used to calculate the

number visits to a website or page on a website. The cookies we use do not collect personal information and do not link any information collected to individuals.

16. Sharing information

16.1. Languagenut is partnered with Tilley Education at the address below and we reserve the right to share your personal information with the Tilley Education team, in order to provide a service to you:

Tilley Education / JWT Communications Group

34 Armstrong Ave

Georgetown, ON L7G 4R9

16.2. We do not share personal information with any other third parties. We may however disclose your personal information if we are required by law to do so, or if you violate our Terms of Service.

17. Updating your details

17.1. If you have any questions or concerns about this policy and how Languagenut processes your personal information or if any data you have provided to us is out-of-date, please contact us.

18. Updating these terms

18.1. These terms were last updated on **26/11/2018**. We may review or modify this policy to ensure we are compliant with the latest data and privacy legislation. The latest version of our terms can be found on this page.

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The Carmel Unified School Districts' current Languagenut subscription is for 3 schools:- Carmel River Elementary, Tularcitos Elementary School and Captain Cooper Elementary School. The end date of the subscription is 1st September 2021.

For your renewal we would be happy to match the same discounted rate paid for the current subscription. Please find below the renewal pricing options:

Package	1 year	3 years
World Langs & ESOL	$1,785.00	$4,450.00

I would recommend the 3 year subscription as we can offer for you to pay your subscription annually rather than the full amount upfront; **i.e: $1,483.33 per annum, saving your school $301.67 per year.**

Here's a breakdown of what's included in a subscription;

- Unlimited user licenses for students and teachers
- 100's of hours of pre-made assignments for **Home Learning**
- Full access to the teacher admin area, where you can track each individual students' results and progress
- Access to all 21 Learning Languages (MFL, including French, Spanish and German)
- Access to all 30 Support Languages (EAL)
- Ability to upload your own content
- **Training for all teachers** using Languagenut
- Admin carried out by Languagenut staff if requested (uploading class-lists etc.)
- Printable Resources – Flash Cards, Wordsearch….
- Seasonal worksheets made available through the year
- Lesson plans
- iPad app
- Mobile app (for assignments)
- Songs & Stories
- Feature requests passed on to our product team

Terms of Service

Last Updated July 31, 2020

Learning A-Z Terms of Service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACTIVATING YOUR ACCOUNT.

1. ACCEPTANCE OF TERMS
Learning A-Z provides its services on any purchased website to you, subject to the following Terms of Service ("TOS"), which may be updated from time to time. Please bookmark this page to review the most current version of the TOS at any time. Your use of any purchased website and its materials constitutes your agreement to all such terms, conditions, policies, and notices (the "Agreement"). This Agreement is a legal document that governs the terms and conditions of your subscription to Learning A-Z. You are also agreeing to accept a non-exclusive, non-assignable right and license to use Learning A-Z and its resources. Learning A-Z is offered and sold on a subscription basis; however, certain areas are available to visitors without cost on a trial or demonstration basis.

2. DESCRIPTION OF SERVICE
Learning A-Z provides users with access to a rich collection of teaching resources through its collection of websites (the "Service"): Reading A-Z, Raz-Kids, Headsprout, Science A-Z, Writing A-Z, Vocabulary A-Z, and ReadyTest A-Z. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new resources, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Learning A-Z assumes no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings.

You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees. In addition, you must provide and are responsible for all

equipment necessary to access the Service.

3. LICENSE USAGE

A license grants access to the purchased Learning A-Z website as well as permission to use its copyrighted resources as part of the classroom curriculum. Each educator using the resources must have a license in order to obtain the necessary permission. Each Learning A-Z license is valid for one family or classroom only (with up to 36 students). If your family or classroom has less than 36 students, it is not permitted to share a license with another family or classroom. Purchasers of Learning A-Z Licenses may not resale, distribute or otherwise share classroom seats to parties outside of the individual classroom or family for which the license is purchased. Licenses must be maintained for continued permission to use downloaded, copyrighted materials. Each license must be registered in the name of the classroom teacher using the resources.

As part of the registration process, each educator will select, or be provided with, a username and password ("Username"). You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the website(s). Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not authorized by you.

In order to access the Service, or use its downloaded resources, you need to obtain a username and password (“Username”). Usernames are either selected by, or issued to, individual subscribers or educators within a learning institution (collectively, "Users") as part of the registration process. You agree to provide us with accurate, complete, unique and updated contact information for each educator using downloaded resources or accessing the Services. Failure to do so will constitute a breach of this Agreement, which may result in immediate termination of your rights to use the resources or access the account. You may not (a) select or use a Username of another person with the intent to impersonate that person, (b) use a name subject to the rights of any other person without written authorization from that individual, or (c) use a Username that we, in our sole discretion, deem inappropriate or offensive. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses of your username and password, whether or not

authorized by you.

You also agree that Usernames may not be shared within anyone outside the registered classroom and/or family. They may only be used by the administrator, educator, or student to whom they are assigned. Users remain at all times solely and fully responsible for the proper use of Usernames issued hereunder. Users also agree to supervise and take full responsibility for the use of the Website by minors under the age of 13 years.

All Users are entirely liable for all activities conducted through that Account, and are responsible for ensuring that any other person within the registered classroom and/or family who uses the Account is aware of, and complies with, the terms of this Agreement. Each person who uses the Account agrees to be bound by the terms of this Agreement, whether or not such person is a Member.

You are responsible for notifying us immediately of any known or suspected unauthorized use(s) of your Account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your Username. You must also promptly change your Username to prevent unauthorized access to your Account. We will have no liability for any circumstances arising from the unauthorized use of a Username or your Account. Any fraudulent, abusive, or otherwise illegal activity on your Account may be reported to appropriate law-enforcement agencies by us.

4. MODIFICATIONS TO SERVICE

Learning A-Z reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Learning A-Z shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

Learning A-Z may change, add, or remove any part of this Agreement, or any other terms associated with the use of the website, at any time, by posting a notice of such changes to the Terms of Service page of the website. Any changes shall become part of the Agreement and shall apply as soon as such a notice is posted. By continuing to use the services after the notice is posted, you are indicating your acceptance of those changes.

5. SPONSORS, THIRD PARTIES, AND ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, sponsors, third parties, or advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you

and such sponsor, third party, or advertiser. You agree that Learning A-Z shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such sponsors, third parties, or advertisers on the Service.

6. LINKS

Learning A-Z may provide, or third parties may provide, links to other websites or Internet resources. Because Learning A-Z has no control over such websites and resources, you acknowledge and agree that Learning A-Z is not responsible for the availability of such external websites or resources, and does not endorse and is not responsible or liable for any content, accuracy, quality, advertising, products, or other materials on, or available from, such websites or resources. You further acknowledge and agree that Learning A-Z shall not be responsible or liable, directly or indirectly, for any damage or loss caused, or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on, or through any such website or resource.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LEARNING A-Z EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
b. LEARNING A-Z MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED, (VI) OR THAT THIS WEBSITE, ITS CONTENT, AND THE SERVERS ON WHICH THE WEBSITE AND CONTENT ARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN

DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM LEARNING A-Z OR THROUGH, OR FROM, THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
e. INFORMATION CREATED BY THIRD PARTIES THAT YOU MAY ACCESS ON THE WEBSITE OR THROUGH LINKS IS NOT ADOPTED OR ENDORSED BY LEARNING A-Z AND REMAINS THE RESPONSIBILITY OF SUCH THIRD PARTIES.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT LEARNING A-Z SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LEARNING A-Z HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT SHALL LEARNING A-Z'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING LEARNING A-Z.

9. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 6 AND 7 MAY NOT APPLY TO YOU.

10. TRADEMARK INFORMATION
All materials on the Learning A-Z websites, including without limitation, names, logos, trademarks, service marks, images, graphics, photographs, illustrations, artwork, and other elements making up the Service are protected by copyrights and other intellectual property rights owned and controlled by Learning A-Z or by other parties that have licensed their material to Learning A-Z. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, no Online Materials may be republished, posted, transmitted, or distributed in any way, or otherwise used for any purpose, without the prior written permission of their respective owners. You may not add, delete, distort, or otherwise modify any Learning A-Z content. Any unauthorized attempt to modify any Online Material, to defeat security features, or to utilize this website for means other than its intended purposes is prohibited.

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If you suspect that the content or trademarks of a Learning A-Z website product are being misused please contact us as soon as possible.

11. NON-WAIVER
The failure of Learning A-Z to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. HEADINGS FOR CONVENIENCE ONLY
The section titles in the TOS are for convenience only and have no legal or contractual effect.

13. VIOLATIONS
Please contact us immediately to report any violations.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold Learning A-Z harmless from any claims and expenses, including reasonable attorneys' fees, arising from or related to any breach by you of any terms of this Agreement.

15. LETTERS, REVIEWS, OR OTHER SUCH COMMENTS OR MATERIALS

Any comments, materials, or letters sent by you to Learning A-Z, including without limitation, questions, comments, suggestions, criticisms or the like ("Received Materials") shall be deemed to be non-confidential and free of any claims of proprietary or personal rights unless you explicitly state in the correspondence that the letter is "not for publication" and contains "private and proprietary" information that may not be distributed. Learning A-Z shall have no obligation of any kind with respect to such Received Materials and Learning A-Z will be free to reproduce, use, disclose, exhibit, display, transform, edit, abridge, create derivative works from, and/or distribute, the Received Materials without limitation or restriction. Furthermore, Learning A-Z is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to Learning A-Z for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information, without compensation or any other obligations to anyone, including you.

16. PRIVACY

Learning A-Z is committed to protecting the privacy of website visitors and does not share personally identifiable information with third parties without your consent. Please consult our Privacy Policy for more information on our information collection, use and disclosure practices. You acknowledge that, although Learning A-Z agrees to use its best efforts to comply with and to ensure that its users, content providers, distributors and licensees comply with our Privacy Policy, Learning A-Z cannot be held responsible for the actions of third parties who violate our Privacy Policy.

17. RESTRICTIONS ON USE

You may not use Learning A-Z or its content for any illegal purpose or in any manner inconsistent with these Terms and Conditions. You agree to use Learning A-Z solely for your own noncommercial use and benefit and not for resale or other transfer or disposition to any other person or entity.

Permitted Use: You have our permission to print a reasonable number of copies of Learning A-Z content displayed on the Website for noncommercial personal or classroom use, provided that any copies you print continue to show all notices concerning copyright, trademark and other proprietary rights that appear in the material you reproduce and do not exceed the classroom license set forth in Section 3.

Prohibited Uses: Except as expressly permitted by copyright law and except as permitted in the preceding paragraph, you must obtain written permission from Learning A-Z, or the third-party owner of material appearing on the Website, for any other copying, redistributing or publishing of any Learning A-Z or "Third Party Content." The downloading of any code from the Website is strictly prohibited. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display or in any way exploit, any of the Learning A-Z or Third Party Content, in whole or in part, for commercial purposes without the express permission of Learning A-Z.

Linking to and framing the Website: You may create and publish links to any LearningA-Z.com homepage. Creating and publishing links to any other pages within the Website (except bookmarking such pages for your personal noncommercial use) is not permitted. Framing the Website is strictly prohibited.

Additional Restrictions: You may not: (a) access the Website by any means other than by means supporting secure and encrypted communications; (b) copy, reverse engineer, disassemble, decompile, translate, or modify any Website application or service;(c) sublicense, rent, lease, or permit any third party, to access any Website application or service through the use of User's Username, except as permitted hereunder; (d) publish the results of benchmark tests of any Website application or service, or use any Website application in any manner which is competitive with services provided by Learning A-Z; and (e) knowingly use or permit any others to use any facilities or services of Learning A-Z or its Licensors in connection with any effort that the User knows seeks to breach the security or confidentiality of any other digital or on-line environment.

Users understand that except for Learning A-Z Content, Learning A-Z does not control, provide, operate, and is not responsible for, any content, goods or services available on the Internet other than the Learning A-Z Content on the Website. Internet content made accessible on the Internet by independent third parties is not part of, and is not controlled by, Learning A-Z. Learning A-Z neither endorses nor is responsible for the accuracy or reliability of such Internet content, goods or services.

Users should be aware that the Internet contains content, goods and services that you may find obscene, improper, hurtful or otherwise offensive and that may not be suitable for certain users of the Website. Because of the nature of the Internet, we cannot control where children may go while using the Website. Parents, guardians or teachers should supervise children when using the Website and the Internet at all times.

Any unauthorized use may subject you to civil liability and criminal prosecution under applicable laws. In the event you download Content from Learning A-Z, the software, including any files, images incorporated in or generated by the software and data that may accompany the Content are licensed to you by Learning A-Z. Learning A-Z, or our contract partners, does not transfer title to the Content to you. Learning A-Z, or our contract partners, retains full and complete title to the Content and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer or disassemble the Content.

18. SEVERABILITY

In the event any provision of this Agreement conflicts with the law or if any such provisions are held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement and any other terms and conditions of service on a Learning A-Z website constitute the entire agreement between you and Learning A-Z and govern your use of the Service.

20. REFUSAL OR DISCONTINUANCE OF SERVICE

In the event that Learning A-Z determines, in its sole discretion, that a User has breached any portion of these terms and conditions, or has otherwise demonstrated inappropriate conduct, it reserves the right to (i) warn the User via e-mail that she or he has violated this Agreement; (ii) delete any content provided by the User (or anyone accessing User's account); (iii) discontinue the User's account and/or any other Learning A-Z service; (iv) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; (v) retroactively charge for the unauthorized use; and/or (vi) take any other action that Learning A-Z deems appropriate.

21. CHOICE OF LAW AND FORUM

The laws of the State of Texas will govern this Agreement. The laws of the State of Texas will govern any dispute arising from the terms of this agreement or breach of this agreement and you agree to personal jurisdiction by the state and federal courts sitting in Dallas, Texas. The parties hereby expressly waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of, or in any way connected with, these Terms and Conditions and agree to submit to binding arbitration. Learning A-Z makes no representation that materials on Learning A-Z are appropriate or available for use in

all locations. Those who choose to access Learning A-Z do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Materials from Learning A-Z are further subject to United States export controls. No materials from Learning A-Z may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Syria, Venezuela or any other country to which the United States has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the materials, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Learning A-Z License Quote

Date: 03/09/21

Manuel carrera
Carmel Unified School District
4380 Carmel Valley Rd
Carmel, CA 93923

831-624-1546
mcarrera@carmelunified.org

Thank you for requesting a quote from Learning A-Z, Manuel carrera!
Your username is cusdadmin
Your reference number is 9009307.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
Raz-Kids.com	Renew	**60** classrooms, **Start:** 06/26/21 **End:** 06/26/22	$7,080.00	-$600.00	$6,480.00	$12,312.00	$17,496.00
VocabularyA-Z.com	Renew	**23** classrooms, **Start:** 11/10/21 **End:** 06/26/22	$1,656.00	-$46.00	$1,610.00	$3,823.75	$5,796.00
Complimentary Program Orientation Webinar	Training	**1** session	$0.00	-$0.00	--	--	--

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	**($646.00)**	**($2,164.25)**	**($4,572.00)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$8,090.00**	**$16,135.75***	**$23,292.00***

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/21.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: Anya Derr and Sonya Ramos

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phone: 520.232.5093
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Anya.Derr@learninga-z.com | sonya.ramos@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
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Last Updated: October 7, 2016

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Expiration Date	9/1/2021
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Partnership Manager Email	vrudd@mindresearch.org
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Subtotal	$12,376.00
Grand Total	$12,376.00

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Privacy. Please refer to our **Privacy Policy** for information on how we collect, use and disclose information about users of our Services.

Using Our Services

As long as you comply with these Terms, you may use our Services for educational and non-commercial purposes.

Fees. We charge fees for the use of certain products or services, and for access and use of certain content and features on our Services, which are described in the Services. These fees can change at any time. By selecting these products, services and/or features, you are agreeing to pay the applicable fees assessed to your account and authorizing us (or our third-party payment processor) to charge your payment account or credit card for such purchases. You represent and warrant that you have the legal right to use all payment method(s) you provide to us. YOU HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL PURCHASES AND FEES PAID BY YOU TO US IN CONNECTION WITH THE SERVICES ARE FINAL AND NON-REFUNDABLE.

Links to Other Sites. Our Services may contain links to content or services provided by other companies ("Third Party Links"). These Third Party Links are not under our control, and we are not responsible for their content, services, performance, operation, availability, business practices or policies. We are providing these Third Party Links to you as a convenience but we do not imply any endorsement or recommendation of their content or services, or of any association of us with them. If you access any of these Third Party Links, you do this at your own risk and any charges or obligations you incur in your dealings with these companies, are your responsibility. The websites

available through the Third Party Links are subject to their own terms and policies, including privacy and data gathering practices.

Acceptable Use and Conduct

You are responsible for your conduct when using our Services and you agree that you will use our Services in compliance with all applicable laws and regulations, including, without limitation, those related to Student privacy.

Prohibited Conduct. You agree that you will not initiate, engage in, or encourage any Prohibited Conduct in connection with your use of our Services. “Prohibited Conduct” includes doing things like: attempting to and/or interfering or disrupting any computer or network used to provide or support the Services; restricting or inhibiting any other user from using and enjoying the Services; promoting, encouraging, advocating, or providing information about illegal activities; harassing, bullying or threatening other users; impersonating another person or representing yourself as affiliated with us, our staff or our partners; soliciting passwords, account information or other personal information from other users; conducting commercial activities and/or promotions or advertisements (unless approved by us in writing); loaning your account or making it available to others; using the Services for fraudulent purposes or that violates any applicable laws and regulations; or otherwise creating liability for us.

Prohibited Content. You agree that you will not post, exchange, make available, provide, or process any Prohibited Content. “Prohibited Content” includes content that: is offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; bullies, defames, harasses or advocates stalking of, or intimidates another person; involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing, or “spamming;” is false or misleading or promotes, endorses or furthers illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; infringes another person’s content or rights without a license to do so; promotes, copies, performs or distributes an illegal or unauthorized copy of another person’s work, whether it is protected or not, such as, presenting the work of a third party as your own (plagiarism); contains viruses, malware, or similar destructive software; or otherwise violates these Terms or creates liability for us.

Enforcement by Us. We have the right (but not the obligation) to review and delete (or modify) any content you post on our Services for any reason, including if we believe, in our sole judgment, that such content violates these Terms or is Prohibited Content, or that we believe constitutes or promotes Prohibited Conduct or otherwise threatens the safety of, or harms any other person, or creates liability for us or any other person. We reserve the right (but have no obligation) to investigate and take appropriate action, including removing content from our Services (or modifying it), suspending or terminating your account and/or suspending or terminating the provision of our Services to you, and/or reporting you to law enforcement authorities, if you violate any provision of these Terms. In order to cooperate with governmental requests, subpoenas or court orders, to

protect our systems, service providers, partners, and other users, or to ensure the integrity and operation of our business and systems, we may access and disclose any information or content we consider necessary or appropriate, including your account information (i.e. name, e-mail address, etc.), IP address and traffic information, usage history, your content, and your conduct.

Ownership

You acknowledge that all intellectual property rights in our Services, including the underlying software and technology and the information and content available on our Services are owned by us and our suppliers (including other users), are protected by copyright laws throughout the world. You may not download, copy, reproduce, publish, modify, create derivative works of, reverse engineer, disassemble, decompile, adapt, distribute, transfer, or exploit the Services or any content therein, in whole or in part without our prior written authorization. We and our suppliers reserve all rights not granted in these Terms. If you provide any suggestions, ideas, feedback, or recommendations to us regarding our Services or any content in the Services ("Feedback"), you give us a worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use and exploit that Feedback for any purpose and without any further obligation to you.

Termination

You can terminate your account at any time by deactivating your account or by providing notice of termination to us. Upon any termination of your account, all rights and licenses granted to you in these Terms will immediately and automatically end and you may no longer use the Services.

If you are using the Services on a free basis, we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice at any time, for any reason, including your violation or breach of any provision in these Terms.

If you are using the Services under a paid membership, your account and access to the Services will terminate automatically and immediately at the end of the subscription term set forth on your purchase order unless you execute a new purchase order for the Services with us; provided that we reserve the right to terminate or suspend your account or your access to any or all portions of the Services without notice if you or any of your Members or Invited Users violate or breach any provision in these Terms.

Those provisions in these Terms that by their nature are intended to survive termination or expiration of these Terms will so survive, including, without limitation those sections titled: "Fees," "Links to Other Sites," "Enforcement by Us," "Ownership," "Use of the Services is at Your Own Risk," "Use of Materials is at your Own Risk," "Limitation of Liability," "Indemnification" and "General Provisions."

Use of the Services is at Your Own Risk

By using the Services, you may be exposed to information or content that might be inaccurate, incomplete, unreliable, controversial, or considered by some to be objectionable. You agree that we will not be liable in any way for any such content, such as for errors or omissions in that content, or any losses or damages incurred as a result of the use or reliance of any information or content available via the Services. The Services are provided to you “AS IS” and on an “AS AVAILABLE” basis. WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Services will meet all of your requirements or will be available on an uninterrupted, completely secure, or error-free basis.

Use of Materials is at Your Own Risk.

As part of the Services, we may recommend the use of certain materials and supplies (“Materials”). Such Materials are typically found in classrooms or commonly available but they may also be supplied by us. The use of Materials is at your own risk and you agree that we will not be liable in any way for losses or damages, including without limitation, personal injury and property damages, in connection with the use of any Materials, whether obtained by you or supplied by us.

Limitation of Liability

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, (B) ANY LOSS OF USE, INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, OR OTHER ECONOMIC LOSS, OR (C) ANY DAMAGES FOR PERSONAL OR BODILY INJURY, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. OUR AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE GREATER OF: (I) THE AMOUNT THAT YOU PAID FOR YOUR USE OF THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) ONE HUNDRED DOLLARS ($100.00).

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Indemnification

You will defend, indemnify and hold us and our officers, directors, employees and agents harmless from all claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including,

without limitation, reasonable legal and accounting fees, arising out of or connected with your or your Members' or Invited Users' access to or use or alleged use of the Services or any Materials, or your or your Members' or Invited Users' violation of these Terms, including without limitation, any and all claims of personal injury, tangible or intangible property damage, death, negligence and/or strict liability arising from your use of the Services or any Materials.

General Provisions

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes and merges any prior proposals, understandings and contemporaneous communications. These Terms may be amended by us from time to time. If we make material changes to these Terms, we will notify you by posting the revised Terms or notifying you through the Services or your account. Your continued use of the Services after the changes go into effect will constitute your agreement to such changes. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. By using our Services you consent to personal jurisdiction and venue in the state and federal courts for San Francisco County, California for any lawsuit filed there against you by us arising from or relating to these Terms or our Services. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

Contacting Us

If you have any questions about these Terms, please **contact us**.

Quote #122368

Quote Issued: March 5, 2021 • Quote Expires: May 31, 2021

Carmel Unified School District, Carmel-by-the-Sea, CA, US

District Membership for 2021-2022 with US $2,250 discount

Membership is valid through June 30, 2022.

Includes access to all lessons for all teachers at Carmel Unified School District.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: https://mysteryscience.com/order/5d0ce1

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2021-2022
Membership period: July 1, 2021 - June 30, 2022

$1,999 x 3 priced schools	$5,997
$750 Early Bird Discount x 3 priced schools	- $2,250

Grand total (USD) $3,747

Total Discount of $2,250

See a mistake?

To cancel this quote, visit: https://mysteryscience.com/order/5d0ce1

Other questions? visit our help center at https://support.mysteryscience.com

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.
If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to
Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact
(650) 550-0670
Fax provided after
submitting PO #

MYSTERY science
part of Discovery Education

Terms of Service

Latest Update: December 2020

These Terms of Service, including any applicable Order Forms and Change Orders (collectively, the "**Terms**"), constitute a legal agreement between the entity that agrees to these Terms (the "**Customer**"; "**you**") and Paper Education Company Inc. ("**Paper,**" "**we,**" "**us,**" "**our**").

These Terms define the legal relationship between you and us in connection with the Services (as defined below). Please read the following Terms carefully before accessing or using our Services, as they contain important information on your obligations while using the Services. The Terms also inform you of our liability towards you and the warranties or disclaimers that apply to our Services.

If you wish to use our Services, you must accept and agree to be bound by and comply with these Terms. Continued use of any of our Services indicates your continued acceptance of the Terms. If you do not agree with these Terms, you shall not use our Services.

If you have any questions related thereto, you can reach us at support@paper.co.

1. Definitions

For the purpose of these Terms:

"**Anonymized Data**" means personal information about End Users which have been de-identified in accordance with applicable laws and industry standards, or data which does not directly or indirectly identifies End Users, including, without limitation, aggregated data about the use of the Services.

- "**Change Order**" shall have the meaning set forth under Section 2.

- "**Customer Data**" means End Users' personal information and any information which is submitted through the Services by End Users, including user-generated content. Customer Data shall not include Anonymized Data or Usage Data.

- "**End Users**" means students, teachers, and administrators, and any other individual who is authorized by Customer to use and access the Services.

- "**Fees**" shall have the meaning set forth under Section 8.

- "**Order Form**" shall have the meaning set forth under Section 2.

- "**Personal Information**" means any information or data which classifies as a "personal information" or similar nomenclature under applicable laws, and which allows for the direct or indirect identification of End Users.

- "**Platform**" means the online web-based platform to enable End Users to obtain tutoring services in connection with courses for which they are registered at the Customer's institution, or to assess interactions between students and educators, as applicable.

- "**Services**" means the services described in an Order Form and, where applicable, a Change Order, which include the provision and hosting of the Platform, the tutoring services and the technical support, unless stated otherwise.

- "**Services Term**" shall have the meaning set forth under Section 13.

- "**Services Term Start Date**" shall have the meaning set forth under Section 13.

- "**Term**" shall have the meaning set forth under Section 13.

- "**Usage Data**" means electronic data generated automatically by the Platform as a result of use by End Users.

2. Performance of the Services

Paper shall perform the Services in accordance with an order form that shall contain a description of the Services, the Services Term, the Services Term Start Date and the payment terms (the "**Order Form**"). The Order Form may only be

modified through a change order describing the amendments to the Services, such as the number of additional End Users, and the fees associated with the change (each a "**Change Order**"). The Order Form and Change Order(s) are effecti on signature by both parties (including through digital acceptance), or upon the issuance of a purchase order by Customer corresponding to the Order Form(s) or Change Order(s) issued by Paper.

In case of a conflict between the respective terms of these documents, the precedence shall be in the following order:

1. Change Order (the most recent through the least recent);
2. Order Form
3. Terms of Service.

You agree and understand that we will need the information indicated in the Order Form(s) or Change to provide access to the Services to your End Users. You agree and understand that any delays in providing such information is out of our control and not our liability.

Paper will deploy commercially reasonable efforts to ensure that the Platform is available on a 24/7 basis. Students may access the Platform anytime at their convenience. Paper reserves the right to conduct maintenance, whether scheduled or unscheduled. Whenever possible, Paper will advise of maintenance in advance. The hours during which the tutoring services are available is set forth in the Order Form.

Paper shall be responsible for ensuring that its educative personnel have undergone appropriate training and have been subject to appropriate background screening, including criminal records checks.

We reserve our rights to make changes to the Services. In case of a material change, we will notify you. Modifications to the Services shall not materially and adversely affect the performance of the Services in accordance with these Terms.

3. Acceptable Use of the Services

Customer agrees and acknowledges that the right to access and use the Services provided under these Terms are subject to compliance with these Terms, including

this Section 3. Customer agrees and understands that Paper may suspend or revoke access to End Users who do not comply with this Section 3, and agrees to deploy commercially reasonable efforts to ensure compliance with these requirements and to assist Paper in enforcing such requirements.

Customer represents and warrants that Customer (including End Users) will not use the Services in a way which results in:

- Posting or transmitting material that infringes, misappropriates or violates another person's intellectual property rights;
- Posting or transmitting material that violates End Users and third party's rights of privacy;
- Using the Platform for purposes of stalking, harassing, threatening, bullying or other similar behaviour;
- Posting or transmitting material that is defamatory, sexual in nature (other than as justified in light of the course content), obscene, offensive or discriminatory;
- Selling, leasing, licensing, sublicensing, loaning, encumbering or otherwise transferring its right to use the Platform to a third party, in whole or in part, except as permitted under these Terms;
- Disclosing access credentials to unauthorized parties or fail to implement reasonable security measures to prevent such an occurrence;
- Compromising the integrity or operation of the Platform or attempting to do so;
- Tampering with, reverse-engineering or hacking the Platform, circumventing any security or authentication measures, or attempting to gain unauthorized access to the Platform, related systems, networks or data;
- Using "robots," "spiders," "offline readers," or other automated systems to sends more request messages to the Platform than a human could reasonably send in the same period of time by using a normal browser;
- Making an unreasonable or abusive use of the access provided to the Platform;
- Generating and sending unsolicited commercial communications, advertising chain letters or spam;
- Uploading viruses, bots, worms, scripting exploits or other similar materials;
- Posting or transmitting content that is intended to be inflammatory;
- Using the Platform to recruit or solicit for employment or consulting any of the personnel of Paper; or
- Otherwise engaging in behaviour that is illegal under applicable laws;

Customer agrees to promptly report any alleged violation of this Section 3, by any End User, of which it becomes aware via electronic correspondence so as to enable Paper to investigate such alleged improprieties.

4. Moderation of the Services

Customer agrees and understands that Paper reserves its right to moderate the Services, including any conversations with Paper's educative personnel. P Without limiting the generality of the foregoing, Paper shall be authorized to delete or modify user generated content as necessary to protect its legal rights and to protect other End Users and their rights. Paper shall communicate any such moderation actions to Customer without undue delays.

Notwithstanding the foregoing, Paper is not responsible for moderating the Services, and has no obligation for doing so. Customer is sole responsible for ensuring compliance with Paper's Acceptable Use Policy, applicable laws and standards of conduct by its End Users. The parties will collaborate in good faith to ensure the safety of End Users and the appropriateness of the user generated content given the age of End Users and the nature of the Services.

Except as otherwise set forth in these Terms, in case of a problematic behavior by an End User, Paper will contact Customer, and Customer will be in charge of handling such misbehavior directly with this End User, including contacting parents or parental tutors when appropriate.

5. Technical Support

The Services include technical support in accordance with the Order Form, which shall contain the hours during which technical support is available, and any days during which technical support is not available, such as national holidays. Technical support is offered through live chats and tickets.

Technical support services do not cover technical issues caused by third party software and hardware, including End Users' workstations, or network connectivity issues.

6. Customer Data, Personal Information and Information Security

We process Personal Information in accordance with your instructions, to provide the Services and for legal purposes, such as to comply with our legal obligations or protect our legal interests. We maintain a Privacy Policy which describes we process personal information. We do not process Personal Information for other purposes than as set forth herein, and we do not sell Personal Information.

Upon the termination of an Order Form, Paper securely delete Customer Data without undue delay, or, if requested by Customer in a timely manner, Paper returns such Customer Data to Customer. Notwithstanding the foregoing, Customer agrees and understand that copies of Customer Data may be retained longer for business continuity purposes, such as in back-ups tapes, or for legal purposes.

Customer is responsible for obtaining any required consents from parents or representatives in accordance with applicable law to allow Paper to perform the Services. s. Customer represents and warrants that it has obtained any and all consents necessary to allow Paper to perform the Services, the whole in accordance with applicable law, which may include the *Children's Online Privacy Protection Act of 1998*. Customer agrees and understands that Paper has no liability whatsoever for the processing of Personal Information without appropriate consent if caused by Customer's failure to obtain such consent, or for providing the Services without consent where otherwise required by applicable law.

Paper shall assist Customer in responding to individuals rights requests regarding Personal Information, and to fulfill regulatory requirements, such as for the performance of privacy impact assessments. Paper reserves its right to charge additional fees if permitted by applicable laws and if such requests are extensive in scope such as to justify such additional fees.

Paper shall implement commercially reasonable technical and organizational measures to protect Customer Data, including Personal Information, from unauthorized access, use and disclosure, taking into consideration the risks to Customer Data, and the nature of the processing.

Customer agrees and understands that the Services require the use of service providers, such as cloud hosting services. Prior for on-boarding service providers, Paper shall ensure that (a) an agreement requiring terms substantially similar to those set forth herein is entered into with the service providers; and (b) it has

perform reasonable due diligence, including to verify that appropriate technical and organizational measures are implemented to protect Customer Data from unauthorized access, use and disclosure. Upon request by Customer, Paper shall disclose the service providers used to provide the Services. For the avoidance of doubts, Paper shall remain liable for the acts and omissions of service providers, as set forth in these Terms.

Customer agrees and understands that Paper may aggregate or anonymized Customer Data, and that such Anonymized Data may be used for other purposes than to provide the Services, such as for improving the Services or for understanding the performance of the Services.

In the event of an unauthorized access, use or disclosure of Customer Data (a "**Security Breach**"), Paper shall inform Customer without undue delays, by providing Customer with information regarding the nature of the Security Breach, the types of information assets concerned, the types and number of End Users concerned and a description of the potential risks to End Users.

7. Intellectual Property

As between the Parties, Customer owns all rights, titles and interests in the Customer Data.

Paper owns all rights, titles and interests to the Services, including the Platform. All rights not granted herein are reserved. You agree that suggestions regarding the Services are the intellectual property of Paper, and you hereby assign your moral rights into such suggestions to Paper, or renunciate such moral rights if assignments are not authorized. Customer shall not be authorized to use the Services to create derivative works, including competitive work, by leveraging the confidential information of Paper, and shall not be authorized to provide access to the Services to any third parties for the purpose of building a competitive service.

8. Fees; Payment Terms

Customer agrees to pay Paper the fees set forth in the Order Form, along with any taxes applicable pursuant to applicable laws (the "**Fees**"). The Fees are invoiced in accordance with the Order Form, or if the Order Form does not contain payment terms, the Fees are invoiced upon the execution of an Order Form in accordance

with these Terms, in advance. Except as otherwise set forth in these Terms, the Fees are not reimbursable.

The Fees are due within thirty (30) days of the date on the invoice. If the Fees are late, Customer agrees and understands that interests corresponding to 1.5% monthly or 18% annually are applicable on late Fees which are not disputed. If Customer is late of more than one hundred and twenty (120) days, Customer shall be responsible for any collection fees which results from collection, including attorneys and accounting' fees. The Fees are in accordance with the specifications in the Order Form, and additional End Users may result in additional fees as set forth in Change Orders.

Unless otherwise expressly set forth in an Order Form, all prices are expressed in American dollars.

9. Disclaimer

Customer agrees and understands that Paper has no liability whatsoever for (a) user generated content and any acts or omissions in relation to the moderation of such content; (b) Customer's failure to obtain appropriate consents to ensure that Paper may deliver the Services, including by collection, using or disclosing the personal information of End Users as necessary to deliver the Services; and (c) Customer's failure to comply with these Terms.

Customer agrees and understands that Paper has no liability whatsoever for advices and information given in good faith by Paper's educative personnel via the Services, such as inaccurate, incomplete or misinformed advice and information given in good faith. Paper's only liability is to ensure that the educative personnel is appropriately trained to provide the Services. Different perspectives may be applicable to educative content, and certain theories may be privileged by certain personnel over other theories, in accordance with generally accepted methods of teaching. Paper strives to provide objective educative support in accordance with markets' standards. Customer is responsible for communicating with Paper any educative restrictions and providing feedback to Paper as needed to adjust the Services to Customer's educative culture, where possible and reasonable.

We are not responsible for any links to third parties' services, websites or applications provided through our Services.

EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". NO OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ACCURATENESS. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WILL MEET END USERS' REQUIREMENTS.

10. Indemnification

Customer agrees to defend, indemnify and save harmless Paper from any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsels), claims, liens, damages or other obligations whatsoever resulting from (a) Customer's failure to obtain appropriate consent for End Users' access and use of the Services, including the processing of their personal information; (b) user generated content, including any acts or omissions with regards to moderation; and (c) a breach of Section 3. Customer shall not be authorized to accept any settlement unless Paper is freed of liability in any such settlement.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, BE LIABLE FOR ANY INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL AND/OR INCIDENTAL ARISING OUT OF THESE TERMS, INCLUDING CUSTOMER'S USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PAPER'S LIABILITY IN CONNECTION WITH THESE TERMS OR THE USE OF THE SERVICES EXCEED THE VALUE OF THE SERVICES PAID IN THE SIX (6) MONTHS PERIOD PRIOR TO THE CLAIM.

12. Force Majeure

Paper shall not be liable for delays in or failure of performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God or public enemy, acts of government in either its sovereign or contractual capacity, flood, earthquake or other natural disaster, strike or other labor disputes, acts of war, acts of civil disobedience, denial-of-services and distributed-denial-of-services, ransomware and other cyber-attacks that are not caused or facilitated by negligence (a "**Force Majeure**"). Notwithstanding anything to the contrary, the parties agree and acknowledge that pandemics such as COVID-19 shall be considered a Force Majeure.

Any delay resulting from a Force Majeure will result in an extension of the corresponding obligation for a period equal to the time lost by reason of such cause. For instance, if the Services are unavailable for a period of two (2) weeks as a result of a Force Majeure, then the Term shall automatically be extended by two (2) weeks.

In the event of a Force Majeure, Paper shall advise Customer without undue delays, providing Customer with reasonable information on the Force Majeure. Paper shall resume performance as soon as possible upon the resolution of the Force Majeure.

13. Term; Termination; Suspension

These Terms of Services are effective upon the execution of an Order Form and remain in full force for as long as an Order Form (including any Change Order) are in force (the "**Term**"). The Services begin at the date indicated in an Order Form (the "**Services Start Date**") and continue for the length of time identified in the Order Form (including any Change Orders) (the "**Services Term**").

Each party may terminate an Order Form in case of a material breach of these Terms upon written notice to the other party of thirty (30) days, if this party has not cured the material breach by the end of this delay, unless the material breach is uncurable. Paper may terminate the Services for convenience subject to a ninety (90) days prior notice. Customer expressly agree that Article 2125 and 2129 of the Civil Code of Quebec are not applicable herein. Upon the termination of an Order Form for any reason whatsoever, the accesses to the Platform will be immediately revoked. Customer agrees and understands that Customer is responsible for extracting any Customer data prior for the termination of an Order Form. Customer agrees and understands that in case of material breach of these Terms, including

those relating to payment, Paper may suspend Customer's access to the Services, in whole or in part, without liability or fault. The Fees continue to accrue during any such suspension.

The following sections shall survive the termination of these Terms for a period of 10 years: 7, 9, 10, 11, 12, 13, 15 and 16.

14. Changes to these Terms

We may change these Terms from time to time. The latest update date is indicated above. Any modifications to these Terms will not affect active Order Forms which have been signed prior to the modification date.

15. Miscellaneous

Nothing in these Terms shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. These Terms will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

Customer shall not sell, transfer or assign any right, title or interest it has in or pursuant to these Terms without the prior written consent of Paper. Any assignment not in accordance with this provision shall be void. Paper may, upon notice to Customer, sell, transfer or assign any right, title or interest it has in these Terms, if such sale, transfer or assignment (a) is part of the sale, transfer or assignment of all or substantially all of its assets or business; or (b) is made to one of its affiliates.

These Terms shall constitute the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous agreements and communications. Except as expressly provided herein, it shall not be modified except by a written agreement signed by the parties' authorized representatives.

The parties have expressly requested that these Terms be drawn up in English and that all modifications thereof can be made in this language. *Les parties ont expressément demandé que ce contrat soit rédigé en anglais et que toute modification à celui-ci puisse se faire également dans cette langue.*

16. Jurisdiction and Choice of Law

If there is any dispute arising out of these Terms, the parties expressly agree that any such dispute shall be governed by the laws applicable in the Province of Quebec, without regard to its conflict of law provisions, and the parties expressly agree and consent to the exclusive jurisdiction and venue of the provincial and federal courts of the Province of Quebec, judicial district of Montreal, for the resolution of any such dispute.

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Student Code of Conduct

PAPER

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Welcome to the websites located at **PLTW.org** and **myPLTW.org** (collectively, the "Site") of Project Lead The Way, Inc. ("PLTW"). The Site is made available as part of the educational activities of PLTW to assist and support educational institutions in empowering students to thrive in an evolving world.

Terms of Service. The Terms of Service outlined below govern your use of and access to the information and services provided on the Site. Please review the Terms of Service carefully. Your continued use of the Site constitutes your agreement to the Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions. Use of the Site is voluntary and not required. If you do not agree to be bound by the Terms of Service, you should not access or use the Site.

PLTW may modify the Terms of Service at any time and at its sole discretion. Please check back periodically for any changes to the Terms of Service as changes will be effective as of the date we post the revised version on this Site. Your continued use of this Site after we have posted the revised Terms of Service constitutes your agreement to be bound by the revised Terms of Service and all documents linked thereto or incorporated by reference, including but not limited to the Privacy Policy and, for PLTW entities, the PLTW Terms and Conditions.

Should you have any questions regarding the Terms of Service, please contact PLTW at solutioncenter@pltw.org.

Privacy Policy. Our Privacy Policy describes how we collect and use information when you and others use this Site. It also describes some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Service. By agreeing to these Terms of Service, you are also consenting to our collection and use of your information in accordance with our Privacy Policy. Please review our Privacy Policy.

Product-Specific Terms. Certain areas of the Site, including, but not limited to, the areas of the Site through which you may purchase certain products, may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions ("Product-Specific Terms"). If there is a conflict between these Terms of Service and the Product-Specific Terms, the Product-Specific Terms will control with respect to your use of or access to those products/services.

Eligibility. This Site features online shopping and social networking interaction ("myPLTW Community"). You must be 18 years of age or older to participate in such activities. By ordering a product or service or engaging in myPLTW Community on the Site, you represent that you are 18 years of age or older. Some of the features on the Site may be used by a minor; however, a parent and/or guardian must create and manage any Account (as defined below) and that parent/guardian will be considered the Registered User (as defined below). Any use of an Account by a minor shall be deemed use by the Registered User, and the Registered User is also entering into these Terms of Service on behalf of his/her minor.

Account. In order to access or use certain features of the Site, you may be required to create an account ("Account") and become a "Registered User" of the Site.

You may create your own Account, or your Account may be assigned to you by an administrator, such as an educational institution.
If you are using an Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account. During the registration process you may be required to provide certain information and establish a username and a password. By registering for an Account, you represent and warrant that you are not a minor. You agree to provide accurate, current and complete information during the registration process and to update your information as needed. PLTW reserves the right in its sole discretion to refuse to keep Accounts for, or provide any services to, any individual.
You are responsible for safeguarding your password and for restricting access to your computer. You agree to take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions and that all use under your Account shall be deemed to be use by you. You will immediately notify us of any unauthorized use of your Account. Transfer of an Account by you to any other person or entity without our prior written permission is strictly prohibited.

Products. Products offered on the Site constitute a selection of those that meet PLTW's curriculum specifications. If you wish to avail yourself of a broader choice, you are invited to contact PLTW at solutioncenter@pltw.org . The products on the Site are described as clearly as possible to help you understand the essential characteristics of the goods that are offered,

before the customer makes a final decision to purchase those goods. We do this to ensure compliance with laws, as well as in fairness to customers. PLTW will not be liable if, in spite of all the care taken by PLTW, there are inaccuracies in the presentation on the Site. However, if informed of the inaccuracy, PLTW will seek to promptly correct the description. **PLTW DOES NOT WARRANT THAT ITEM DESCRIPTIONS OR OTHER CONTENT OF THE WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE.** If a product offered on the Site is not as described, your sole remedy is to return the product, or cancel the purchase, under our Return & Cancellation Policy.

1. **Return & Cancellation Policy.** PLTW will accept return of unopened and unused product for a credit within thirty (30) days of receipt. Prior to the return of any product, please contact PLTW at productsupport@pltw.org to obtain a return authorization number. PLTW reserves the right to charge restocking fees up to fifteen percent (15%) of the sales price of the returned product.
2. **Prices.** Prices are firm and final and are expressed in US dollars. All applicable taxes are included in the order confirmation. PLTW reserves the right to modify prices at any time, without notice. Items ordered are invoiced at the price in effect on the day of the order. Despite our best efforts, some of the items on the Site may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Standard shipping and processing charges are included in the sale price for products available for purchase on the Store, except as otherwise provided. PLTW reserves the right to charge you additional shipping charges for orders shipped outside of the 48 contiguous states of the United States. Some optional premium shipping services may be made available from our freight carriers, including expedited shipping, lift-gate service, driver assist, de-palletizing freight, driver detention and/or inside delivery. You are responsible for any such optional premium shipping services, which shall be billed directly from the carrier. We encourage you to print and maintain a copy of your purchase order for your records.
3. **Payment.** Payment, expressed in US Dollars, shall be made exclusively online through the Site via MasterCard, Visa, American Express, Discover or a PLTW purchase order. PLTW will charge your credit card upon order submission.
4. **Shipment.** Items may be delivered by FedEx, UPS, USPS or other commercial carriers. Any delivery times provided on the Site are estimates only. Exceeding these times shall in no event be held against PLTW or give rise to any cancellation of the contract or to any indemnity whatsoever for damages and interest. The risk of loss and title for such items is on the customer should an item be lost or damaged in transit. Items are always shipped at the risk of the customer, who must check their good condition at delivery. Any problem concerning delivery (damaged parcels, items missing from the PLTW invoice accompanying them, etc.) must be brought to the attention of PLTW within thirty (30) days by contacting PLTW via email at productsupport@pltw.org.

Order. A guided search allows you to find a selection of items from PLTW's collection of programs, courses and products available on the Site. You may then make your choice from this selection in order to place your order. Your order is carried out in three steps:

1. The first step consists of approval by you of the programs, courses or products and services chosen for your order. This action is effected by clicking on the “PROCEED TO CHECKOUT” button.
2. The second step consists of your entry of the necessary pieces of identification and other information required for the execution of the order. You must have created an Account through the Site that includes your contact information, and you must include your payment information.
3. The third step consists of the final approval of the order. You will be presented with a summary of the order, including all items selected, delivery, payment information and billing addresses, the total amount of the said items, taxes, and shipping and processing costs. At this point, you will verify the summary of the order and make, if desired, any modifications to it. After such modifications, you will be presented with a new summary of the order so modified. Any order whether modified or not must receive final approval on the part of the customer, based on the summary described. This action is effected by clicking on the “PLACE ORDER” button. This click constitutes an electronic signature that has, between the parties, the same validity as a handwritten name. Once you click the “PLACE ORDER” button, the purchase order is valid and binding.

PLTW commits to preparing the order in the shortest possible time.

Monitoring and Enforcement. While PLTW has the right to monitor activity and content associated with the Site, it is not obligated to do so. PLTW does not guarantee the accuracy, integrity or quality of the Site or its content. PLTW may investigate complaints that come to its attention regarding the Site and may take any action that it believes is appropriate, including, but not limited to, issuing warnings, removing the content or terminating accounts and/or subscriptions. However, because situations and interpretations vary, PLTW also reserves the right not to take any action. Any opinions, advice, statements, information, content or other material posted by any third party do not reflect the opinions or positions or PLTW. If at any time PLTW chooses, in its sole discretion, to review the Site and/or postings for content, it nonetheless assumes no responsibility for the content, no obligation to modify any inappropriate content and no responsibility for the conduct of the user submitting any such content. PLTW reserves the right, in its sole discretion, to reject, refuse to post or remove any posting or to restrict, suspend or terminate access to all or any part of the Site at any time, for any or no reason, with or without prior notice, and without liability.

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Indemnification. By using this Site and accepting these Terms of Service, you agree, to the greatest extent permitted by law, to assume responsibility for, and to indemnify and otherwise hold harmless PLTW, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from: (i) any statements you make anywhere on the Site; (ii) your use of the Site or the programs, courses and/or products offered through the Site; (iii) unauthorized access to or alteration of your communications with or through the Site; or (iv) any other matter relating to your use of the Site or the programs, courses and/or products offered through the Site.

Enforcement of Terms. We have the right to determine whether there has been a violation of these Terms. If we determine the Terms have been violated, we have the right to determine the action that will be taken. The action to be taken may include (but not be limited to):

Immediate termination of Your right to use the Site. The termination may be temporary or permanent. Immediate removal of any content posted by you to the site. Issuance of a warning or other communication to You. Legal proceedings against You, including seeking of damages (including indemnity) recovering all costs and losses suffered as a result of Your violation of the

Terms. Other forms of legal proceedings against You. Referral to law enforcement agencies for further action. We will not be liable for any damages which You may suffer as a result of the foregoing actions.

Termination. In its sole and absolute discretion, with or without notice to you, PLTW reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Site (or any part thereof).

You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of this Site. Additionally, we may terminate these Terms of Service at any time, without notice to you, if we believe, in our sole discretion, that you have breached or may breach any term or condition of these Terms of Service, or we may terminate these Terms of Service for our convenience.

Limitation of Liability. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

To the greatest extent allowed by law, PLTW specifically disclaims any liability for any damages arising out of or in any way connected with your access to or use of the Site. PLTW shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages of any sort resulting from your use of the Site or any unauthorized access to or alteration of any transmissions or data or any other matter relating to this Site. Because some jurisdictions may not allow for the exclusion of damages, PLTW's liability in such jurisdictions shall be limited to $1.00 USD or the greatest extent allowed by the law of such jurisdiction.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE SITE, OR THE SERVICES MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Severability. In the event that one or more portions of these Terms of Service shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable term shall be replaced by a valid, legal and enforceable term that most nearly fulfills the intent of the original term, and the invalidity, illegality or unenforceability shall not affect any other provision contained in these Terms of Service.

No Waiver. Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

Governing Law. Any delay or failure by PLTW at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce such provision. No delay or failure by PLTW in exercising any right hereunder shall constitute a waiver of such right or any other rights hereunder.

Titles. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect.

Entire Agreement. These Terms of Service represent the entire understanding between you and PLTW regarding the rights and obligations of individuals who access the Site, and this agreement supersedes all prior and contemporaneous agreements and understandings between you and PLTW regarding access to the Site. These Terms of Service are binding upon and shall inure to the benefit of you and PLTW and your respective successors, heirs, executors, administrators, personal representatives and permitted assigns.

Conduct of Users. You agree that you are solely responsible for your use of the Site.

You agree to be truthful and not misrepresent any demographic or personal information during registration. You also agree not to violate reasonable ethical, moral or professional standards in any content that you upload, post or distribute. You agree that you will not post, or permit others to post, content on the Site that i. encourages illegal activities, is fraudulent or is unlawful; ii. insults, defames, harasses or threatens others; iii. violates the copyright or intellectual property or privacy rights of others; or iv. contains obscene, vulgar, pornographic or libelous material. If you are a Registered User with permission to purchase goods on the Site, you agree to keep all sales pricing and product information confidential.

You agree that you will not collect information about third parties via the Site or use any such information for the purpose of transmitting or facilitating the transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters or any other form of unauthorized solicitation. You agree that you will not engage in the systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without PLTW's prior written consent. Screen scraping, web scraping and other data collection techniques are not permitted.You agree to comply with all applicable laws in your use of the Site.

myPLTW Community Specific Terms. The following terms are applicable to Registered Users of the myPLTW Community site.

1. **Posting Content.** TThe myPLTW Community website is public for group members, and all of the posted information is considered public information because of the broad accessibility to multiple group members. PLTW has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party sites or services to which users may post links or from which users may reference content. PLTW strongly advises users to read the terms and conditions and privacy policy of any third-party site that users visit. All content posted and/or uploaded within the myPLTW Community is done voluntarily by those with user credentials, and the content is not verified by PLTW prior to the post. Therefore, you agree that PLTW shall not be responsible for information provided herein under any theory of liability or indemnity.
2. **Personally Identifiable Information.** YYou are prohibited from posting content that includes personally identifiable information without Appropriate Approval and documentation. "Appropriate Approval" includes written approval from the designated PLTW Program Coordinators and the appropriate building-level or district level administrator, according to your local school policies. An example under which this prohibition could be inadvertently violated would be a graded student quiz, or data

analysis for student performance that is broken down by demographic categories but includes data for groups of less than ten students. Certain legal jurisdictions treat pseudonomized data (data that replaces names, etc. with other, unrelated identifiers) as identifiable data. Users in the European Economic Area, Brazil and other jurisdictions that treat pseudonomized data as identifiable data must have the consent of the data subject and Appropriate Approval to post data.

3. **Content Distribution.** You are prohibited from using or taking content that has been posted within myPLTW Community and distributing, sharing, or otherwise using it outside of myPLTW Community or for any purposes outside of the professional learning community purpose of myPLTW Community discussions.
4. **Community Conduct.** In posting content to myPLTW Community, you agree that you will not:
    a. Provide any content that may be construed as political lobbying, solicitations or contributions or use myPLTW Community to link to any sites or political candidates or parties.
    b. Post outdated or inaccurate PLTW documents, materials, content, and other resources;
    c. Provide any content that markets or endorses products, materials, programs, blogs, or services whether your own or from which you, a relative, or other individual with whom you or a Registered User has a family or business relationship or will benefit or expects to financially or professionally benefit;
    d. Share confidential pricing information of any party;
    e. Collect or store, or attempt to collect or store, personal data about third parties without their knowledge and consent;
    f. Harass another Registered User;
    g. Transmit any material that contains software viruses, worms, disabling code, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
    h. Transmit any unsolicited or unauthorized advertising (including advertising of non-PLTW services or products), promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation;
    i. Transmit any material that you do not have a right to make available under any law or under contractual or fiduciary relationships;
    j. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
    k. Upload, post, email, share or otherwise transmit (“Transmit”) any material that is unlawful, disruptive, threatening, profane, abusive, harassing, embarrassing, hateful on the basis of race, ethnicity, sex, or disability, tortious, defamatory, obscene, libelous, or is an invasion of another's privacy, as solely determined in PLTW’s discretion;
    l. Violate any local, state, federal or international laws and regulations, including but not limited to the previously-listed confidentiality, copyright, trademark, trade secret, patent, and other intellectual property rights laws through content that you post, send, or receive via this Site;

5. **Misuse.** If you see content that appears to violate the rights of another, including rights of another group member, a student, an individual who is not a group member, or rights of a corporation or other business entity, please report the concern to PLTW by flagging the comment for review by PLTW within myPLTW Community. You understand and agree that PLTW may disclose your communications and activities in response to lawful requests by governmental authorities, including Patriot Act requests, judicial orders, warrants or subpoenas, or for the protection of PLTW or its users. You agree that in the event that PLTW exercises any of its rights hereunder for any reason, PLTW will have no liability to you. Based on the judgment of PLTW, PLTW may provide notice and information regarding users' actions, whether actual or alleged, to local school administrators and/or local or other legal authorities, including law enforcement if PLTW determines that such notification is appropriate.

DMCA Take-Down Notice

PLTW will respond to notices of alleged copyright infringement that comply with applicable law. If You believe any materials posted or displayed on or accessible on or through the Site infringe Your copyright, You may request removal of those materials (or access thereto) from the Site by submitting written notification to the PLTW Intellectual Property Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (the "DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

Your physical or electronic signature; Identification of the copyrighted work You believe to have been infringed or, if the claim involves multiple works, a representative list of such works; Identification of the material You believe to be infringing in a sufficiently precise manner to allow us to locate that material; Adequate information by which we can contact You (such as Your name, mailing address, telephone number, and, if available, an e-mail address); A statement that You have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; A statement that the information in the written notice is accurate; and A statement, under penalty of perjury, that You are authorized to act on behalf of the copyright owner.

PLTW's designated Intellectual Property Agent to receive DMCA Notices is:

Chief Legal and Assessment Officer
3939 Priority Way South Drive, Suite 400
Indianapolis, Indiana 46240

If You fail to comply with the requirements of Section 512(c)(3) of the DMCA, Your DMCA Notice may not be effective.

If You knowingly materially represent that content on the Site is infringing Your copyright, You may be liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Effective: November 2019



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1284 Corporate Center Dr, Ste 600
Saint Paul, MN 55121-1279
phone: 800.788.4085 651.452.4085
fax: 651.452.9204
website: www.readnaturally.com

Quote No: Q191215
Quote Date: 3/5/2021

QUOTATION

This Quote Expires on: 7/1/2021

PO #

Bill to:
CARMEL USD
Michelle Mahaney
PO BOX 222700
CARMEL, CA 93922-2700

PO #

Ship to:
CARMEL USD
Manny Carrera
4380 CARMEL VALLEY RD
CARMEL, CA 93923

QUANTITY	ITEM NO.	DESCRIPTION	UNIT PRICE	AMOUNT
80	RL01C	Read Live Licenses Subscription period: 7/1/2021 through 7/1/2022	23.00	1840.00

SUBTOTAL:	$1,840.00
SALES TAX:	$0.00
SHIPPING AND HANDLING:	$0.00
ORDER TOTAL:	**$1,840.00**

ORDER NOTES

Read Live Account Information:

Read Live Account ID: 00013352
Current Main Account Administrator: Manny Carrera

Read Live Account Manager:

Christy Baldinger, cbaldinger@readnaturally.com
(800) 788-4085 x8713

ORDER OPTIONS

Purchase Order:

- Email: customerservice@readnaturally.com
- Mail: 1284 Corporate Center Dr. #600
  Saint Paul, MN 55121

Credit Card:

- Phone: 800.788.4085 option 2
- Online: www.readnaturally.com/make-payment
  and follow on-screen prompts

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BY USING READ LIVE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST DISCONTINUE USE OF READ LIVE IMMEDIATELY.

If you have any questions about your obligations under this Agreement, we can be reached by email at info@readnaturally.com or by phone at 800.788.4085.

I. PROGRAM CONTENTS

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II. CUSTOMER DATA

Read Live collects and stores Customer Data as part of its normal use and operation. “Customer Data” includes any data that Customer loads or enters into the program and all results from processing such data, including compilations and derivative works thereof. Customer Data belongs to the Customer. Customer expressly reserves all rights in the Customer Data, except the limited right of Company to use the Customer Data in operating Read Live features for Customer's benefit.

Additional policies regarding Customer Data privacy and security, as detailed in our Read Live Privacy and Security Policy, are hereby incorporated into this agreement. The Read Live Privacy and Security Policy can be found within Read Live and on the Read Naturally web site.

III. LIMITED LICENSE AND PROGRAM USE

Customer may subscribe to Read Live by placing an order with Read Naturally or by submitting a request to use the program for a trial period. The order or request will specify the maximum number of students that will have access to the program and the length of the subscription period. Upon acceptance of the order or request by Read Naturally, and subject to the terms of this Agreement, Read Naturally grants

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Use of the optional iPad App may require additional agreements with Apple Inc. These additional agreements, if any, are made between you and Apple Inc., and shall have no impact on this Agreement.

Read Live is protected by the use of user IDs and passwords, and you are required to log in to use the program. You agree not to disclose or share your password with any third party. You are responsible for maintaining the confidentiality of your user ID and password. You shall be responsible for all uses of your account, whether or not authorized by you. You agree to immediately notify Read Naturally of any unauthorized use of your account, username or password.

Read Naturally expressly reserves all rights in Read Live not specifically granted to Customer. It is acknowledged that all right, title and interest in Read Live will remain with Read Naturally (or third party suppliers, if applicable) and that Read Live is licensed on a subscription basis and not "sold" to Customer. Unless specifically agreed in writing, each Party's exclusive ownership rights extend to any update, adaptation, translation, customization or derivative work thereof.

IV. TERM AND TERMINATION

The term of this Agreement will begin upon the activation of your Read Live account and will continue until the expiration or termination of all subsequent orders and extensions.

Either Party may, in addition to other relief, suspend or terminate this Agreement if the other Party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved Party and proceed with due diligence to completion. Termination shall have no effect on the Parties' rights or obligations as specified in this agreement in regards to data privacy and security protections, warranties, indemnities, limitation of liabilities, payment obligations or any provision which by its nature should survive.

V. EXTERNAL CONTENT

Read Naturally may provide, or third parties may provide, links to other web sites or resources that are beyond Read Naturally's control. Read Naturally makes no representations as to the quality, suitability, functionality or legality of any sites to which links may be provided, and you hereby waive any claim you might have against Read Naturally with respect to such sites. READ NATURALLY IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE OF READ LIVE. If you decide to access linked third party web sites, you do so at your own risk.

VI. SUPPORT, UPDATES, AND UPGRADES

Read Naturally will provide technical support by phone and email during our normal business hours. If necessary, and subject to normal security procedures, Read Naturally's support staff may access Customer Data in Read Live to diagnose and correct reported problems. Support service does not include any on-site service, preparation of Customer Data, or customization of features needed to function in your specific operating environment. You acknowledge that certain system requirements must be met in order to use Read Live, and that Read Naturally is not responsible for problems that arise from unsupported system configurations.

From time to time, Read Naturally will release updates and upgrades to Read Live. The contents and timing of these releases will be at the sole discretion of Read Naturally. Read Naturally will send advance notification via email when any scheduled release will impact the program's system requirements. It is your responsibility to ensure that your operating environment remains compatible with these system requirements.

VII. TRANSFER OF AGREEMENT

Except as expressly stated herein, neither this Agreement, nor any rights or obligations hereunder, may be transferred, assigned, delegated, sublicensed, time-shared, or rented, in whole or in part, by Customer without Read Naturally's prior written consent and any attempt to the contrary shall be void and of no legal effect.

VIII. WARRANTIES

Read Naturally represents and warrants to the best of its knowledge and belief that the use of Read Live will not infringe or misappropriate any Intellectual Property Rights. Upon being notified of such a claim, Read Naturally shall at its option: (i) defend through litigation or obtain through negotiation the right of Customer to continue using Read Live; (ii) rework Read Live so as to make it noninfringing while preserving the original functionality, or (iii) replace Read Live with functionally equivalent software. If none of the foregoing alternatives provide an adequate remedy, Customer may terminate this Agreement and recover an equitable partial or full refund of amounts paid for the then current subscription period. Customer represents and warrants that it owns or has all requisite rights to use the Customer Data loaded or entered into Read Live, and to authorize Read Naturally to process Customer Data as contemplated herein, and that such use will not infringe or misappropriate any Intellectual Property Rights.

Read Naturally represents and warrants that during the subscription period it will use best efforts to ensure that Read Live operates substantially in accordance with the applicable Documentation; provided, that (i) Read Live is implemented and operated in accordance with all instructions supplied by Read Naturally; (ii) Customer notifies Read Naturally of any such defect within ten (10) calendar days after the appearance thereof; (iii) Customer has properly used all updates made available with respect to Read Live, and updates recommended by Read Naturally with respect to any third party software products that materially affect the performance of Read Live; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on Read Live; and (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement.

Read Naturally represents that it shall, prior to making Read Live generally available for use, use commercially available anti-virus software and shall use reasonable efforts to remove viruses capable of being detected with such software.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") READ NATURALLY HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SUPPORT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR ERROR FREE. ANY UNAUTHORIZED CHANGES TO SOURCE CODE TO THE SERVICE WILL VOID THE WARRANTY PROVIDED UNDER THIS SECTION.

IX. MUTUAL INDEMNITY

Read Naturally shall defend, indemnify and hold Customer harmless from any claim (including attorney fees) that Read Live violates or infringes any Intellectual Property Rights; provided that Read Naturally is given prompt notice of the claim and sole control over the defense and any settlement thereof (except Read Naturally shall not enter into any settlement prejudicial to Customer without Customer's consent). Read Naturally is not obligated under this Section to the extent any claim arises from Customer's breach of this Agreement.

Customer shall defend, indemnify and hold Read Naturally harmless from any claim (including attorney fees) that Customer Data or Customer's use of Read Live harms any person, violates any law or infringes any Intellectual Property Rights; provided that Customer is given prompt notice of the claim and sole control over the defense and any settlement of any third party claim (except Customer shall not enter into any settlement prejudicial to Read Naturally without Read Naturally's consent). Customer is not obligated under this Section to the extent any claim arises from Read Naturally’s breach of this Agreement.

X. CHOICE OF LAW

This Agreement may be interpreted in accordance with the common laws of the State of Minnesota and with the substantive laws of the United States.

XI. ARBITRATION

Any dispute or claim arising from or relating to this Agreement (or breach thereof) that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. It is understood that neither this Agreement nor the Rules of the American Arbitration Association shall confer jurisdiction on any courts of the individual States or of the United States. It is further understood that arbitration as set forth in this paragraph is the exclusive remedy for any dispute or claim related to this Agreement.

XII. LIMITED REMEDIES AND LIABILITIES

Except for indemnified claims as defined by this Agreement or rights or indemnities expressly stated under other provisions hereof, Customer's sole and exclusive remedies for Read Naturally’s default hereunder shall be (a) to obtain the repair, replacement or correction of the defective program or

service to the extent, if any, warranted by this Agreement or, (b) if Company reasonably determines that such remedy is not economically or technically feasible, to obtain an equitable partial or full refund of amounts paid with respect to the defective program or service. It is agreed that these remedies shall be exclusive even if they fail of their essential purpose.

EXCEPT FOR INDEMNITIES EXPRESSLY PROVIDED BY THIS AGREEMENT, NEITHER PARTY IS LIABLE FOR DIRECT DAMAGES EXCEEDING ONE (1) YEAR'S SUBSCRIPTION FEES, NOR FOR ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THIS AGREEMENT. THIS LIMITATION IS INDEPENDENT OF REMEDY LIMITS.

XIII. NOTICE OF COPYRIGHT INFRINGEMENT

If you have a claim of copyright infringement, you must send proper written notification to the following Designated Agent:

Read Naturally, Inc.
Attn: Chief Financial Officer
1284 Corporate Center Drive, Suite 600
St. Paul, MN 55121

Read Naturally has no obligation to respond to any notification that does not comply with the notification requirements under the United States Copyright Act, including the notification requirements of the Digital Millennium Copyright Act (DMCA).

XIV. DOCUMENT UPDATES

Read Naturally reserves the right to revise, amend or modify the terms of this Agreement at any time and in any manner at its sole discretion. Please check these terms periodically for changes. Notice of any revision, amendment or modification of the terms will be posted in this section of the Site, and any such revisions, amendment, or modifications will be effective upon the posting of such notice. In addition, we may elect to notify you in other manners, at our sole discretion. Continued use of the Read Live by you constitutes your binding acceptance of such revisions, amendments, and modifications. You can view the current version of these terms within Read Live and on the Read Naturally web site.

XV. MISCELLANEOUS

This Agreement constitutes the entire agreement, and supersedes the provisions of any other agreements or understandings (oral or written), between the parties with respect to your use of Read Live. You shall comply with all laws and regulations applicable to your access and use of Read Live. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Read Naturally's waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Read Naturally shall be excused for any failure to perform to the extent that its performance is prevented by any reason outside of its reasonable control. Read Naturally may change, remove, or require registration or payment to continue use of any aspect of Read Live at any time without further notice to you.

RENAISSANCE®

Quote # 2533009

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Carmel Unified School District - 278290
PO Box 222700
Carmel, CA 93922-2700
Contact: Michelle Mahaney - (831) 624-1546
Email: mmahaney@carmelunified.org

Reference ID: 475416

Quote Summary

School Count: 3

Renaissance Products & Services Total	$19,208.20
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $19,208.20**

This quote includes: Renaissance Accelerated Reader, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.

By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/.

Unless you choose to check the box to opt out of Automatic Evergreen Renewals of this Quote, by signing this Quote, you also consent to the Automatic Evergreen Renewal of the Agreement, (as defined in the Terms of Service and License, which shall include any additional products or services added to this Quote by agreement of the parties) at the end of the stated Subscription Period, for additional successive one (1) year periods. If Renaissance does not want to renew the Agreement, we will provide you at least sixty (60) days written notice of non-renewal prior to the end of the then-current term. If you do not want to renew the Agreement, you must provide Renaissance at least thirty (30) days written notice of non-renewal prior to the end of the then-current term. The pricing for each renewal term will be at the then-current pricing used by Renaissance, and a new Quote will be put in place for such renewal term.

Please check here if you would like to opt out of Automatic Evergreen Renewal of the Agreement covered by this Quote: [ ]
(Please note that you will still have the opportunity to renew your agreement with Renaissance, but you will need to do so with a new executed Quote.)

To accept this offer and place an order, please sign and return this Quote.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Carmel Unified School District - 278290
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 03/08/2021	Date:
	Invoice Date:

Mail: PO Box 8036, Wisconsin Rapids, WI 54495-8036
Fax: (877)280-7642
Email: electronicorders@renaissance.com
Phone: (877)444-3172

If changes are necessary, or additional information is required, please contact your account executive Michael Bischoff at (866)391-5343, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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This quote is valid until 05/07/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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Quote
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Phone: (800) 338-4204 | Fax: (877) 280-7642
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Quote Details

Carmel Unified School District - 278290

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Data Integration Services					
Custom Data Integration Level 5 (0 - 1,500 Subscriptions) Maintenance	07/01/2021 - 06/30/2022	1	$2,500.00	$0.00	$2,500.00
Carmel Unified School District Total				**$0.00**	**$2,500.00**

Captain Cooper Elem School - 278287

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	07/01/2021 - 06/30/2022	52	$7.35	$0.00	$382.20
Star Reading Subscription	07/01/2021 - 06/30/2022	97	$5.10	$0.00	$494.70
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	40	$5.10	$0.00	$204.00
Star Math Subscription	09/01/2021 - 08/31/2022	257	$5.10	$0.00	$1,310.70
Platform Services					
Annual All Product Renaissance Platform	07/01/2021 - 06/30/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Captain Cooper Elem School Total				**$0.00**	**$3,141.60**

Carmel River Elementary School - 702861

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Accelerated Reader Subscription	07/01/2021 - 06/30/2022	374	$7.35	$0.00	$2,748.90
Star Reading Subscription	07/01/2021 - 06/30/2022	349	$5.10	$0.00	$1,779.90
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	40	$5.10	$0.00	$204.00
Star Math Subscription	09/01/2021 - 08/31/2022	255	$5.10	$0.00	$1,300.50
Platform Services					
Annual All Product Renaissance Platform	07/01/2021 - 06/30/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00

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Carmel River Elementary School Total	**$0.00**	**$6,783.30**

Tularcitos Elementary School - 278305					
Products & Services	**Subscription Period**	**Quantity**	**Unit Price**	**Discount**	**Total**
Applications					
Accelerated Reader Subscription	07/01/2021 - 06/30/2022	374	$7.35	$0.00	$2,748.90
Star Reading Subscription	07/01/2021 - 06/30/2022	349	$5.10	$0.00	$1,779.90
Star Early Literacy Subscription	09/01/2021 - 08/31/2022	40	$5.10	$0.00	$204.00
Star Math Subscription	09/01/2021 - 08/31/2022	255	$5.10	$0.00	$1,300.50
Platform Services					
Annual All Product Renaissance Platform	07/01/2021 - 06/30/2022	1	$750.00	$0.00	$750.00
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Tularcitos Elementary School Total				**$0.00**	**$6,783.30**

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

RENAISSANCE®

Terms of Service and License
Renaissance Learning, Inc.

These Terms of Services and License are applicable to any Quote (as defined herein) to provide access to the Applications, Hosting Services and Services identified therein and to Licensee's use of the Applications, the Hosting Services and Services. Each Quote shall be deemed to be part of this Agreement and subject to the terms and conditions set forth herein.

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them as set forth in **Exhibit A**.

2. License to Applications and Hosting Services

2.1 Grant of License. Subject to Licensee's compliance with the terms and conditions of the Agreement, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and to use the Applications and Content provided therein in accordance with Section 2.3 below (the "**License**").

2.2 Hosting Services. Renaissance shall provide Licensee with remote access to the Applications via the Internet (the "**Hosting Services**") for the Licensed Sites. The Applications will be housed at a Renaissance chosen facility, and will operate on servers determined by Renaissance, which may include servers owned by or leased by Renaissance.

2.3 Authorized Use.

a. Renaissance Application. The following requirements apply to Renaissance Applications only:

i. Student Capacity. The number of unique students permitted to use the Renaissance Applications (excluding Renaissance-U) at any Licensed Site is limited to the Student Capacity set forth in the Quote. Circumventing the Student Capacity by any means is a material breach of the Agreement and may result in immediate termination of the Agreement by Renaissance. Student Capacity is allocated when a unique Licensee student first logs in and performs any activity or when any activity is first assigned to such student. Student Capacity may not be used interchangeably across students and any unused Student Capacity is non-refundable and expires at the end of the applicable Subscription Period. If a unique student no longer attends school at the License Site, Licensee may dis-enroll that unique student as an Authorized User of the Renaissance Application under Product Administration in the Renaissance Application and use that seat for a new unique student at the Licensed Site. Additional Student Capacity may be purchased through the Renaissance Applications or by contacting Renaissance and placing an order for the desired incremental, additional capacity amount, increasing the Student Capacity for that unique Quote. Any incremental, additional Student Capacity purchased shall be subject to these Terms of Services and License. Licensee can view allocated Student Capacity and which students are using the allocated Student Capacity under Product Administration in the Renaissance Applications.

ii. Location. Except as set forth in this Section 2.3(b)(ii) or approved in advance by Renaissance, in writing, the Renaissance Applications can only be accessed and used by Authorized Users at the Licensed Site. Licensee shall not make the Renaissance Applications available in whole or in part in any networked or time-sharing environment extending beyond the Licensed Site. Notwithstanding anything to the contrary in this Section 2.3(b)(ii), the following is permitted for an Authorized User subject to the terms and conditions contained in the Agreement: (i) teacher and administrator access to Renaissance-U and the management feature of the Renaissance Applications via the Internet is permitted from outside a Licensed Site; (ii) Homebound Student access to the student portion of the Renaissance Applications via Internet is permitted for up to 60 days during the Subscription Period from such Homebound Student's home using a computer owned or leased by Licensee or such Homebound Student; (iii) student and parent access to the Home Connect feature of the Renaissance Applications via Internet is permitted from such student or parent's home using a computer owned or leased by Licensee, such student or parent; (iv) access to the Renaissance Applications by Authorized Users at a public library on computers owned or leased by such public library only to the extent the Licensed Site is providing a summer reading program authorized by Licensee through such public library (v) access to Accelerated Reader or Accelerated Reader 360 by Authorized Users in connection with a summer reading program

authorized by Licensee and (vi) with respect to a Licensee that is an International School, access to the Renaissance Applications by its Authorized Users outside the Licensed Site subject to the conditions set forth in **Exhibit B**. Licensee shall not make any portion of the Renaissance Applications accessible to parents or students, which are not specifically intended for parent or student use, as the case may be, including, but not limited to, the educator and administrator portion of the Renaissance Applications.

b. myON Applications. The myON Applications can only be accessed and used by Authorized Users, provided that Authorized Users that are parents shall only access and use the myON Applications to review reports.

c. Access. Renaissance shall provide Licensee access to the Applications by the date identified in the Quote. Access rights granted to Licensee shall be limited to those access rights necessary to use of the intended functionality of the Applications. Renaissance reserves the right to restrict or prevent access to activities or suspected activities that involve security breaches, hacking, distributed denial of service attacks, or uploading a virus, Trojan horse, time bomb, unauthorized application, or any other harmful form of programming or vandalism.

2.4 Account Set Up.

a. Renaissance shall create an administrator account to enable Licensee's administrator access the Applications and provide Licensee with the identification number, password, encryption key, or other access codes to access the administrator account (the "**Admin Login Information**").

b. Renaissance shall assist Licensee with loading the Licensee Data and creating user names and passwords for each Authorized User to use the Applications (the "**Onboarding Services**"). To the extent Licensee has purchased any Data Integration Services as identified in the Quote, Renaissance grants Licensee a non-exclusive, non-sublicensable, non-transferable, revocable, limited license, during the Subscription Period, to access and integrate the API provided by Renaissance with Licensee's Student Information System to enable the Applications to obtain and update Licensee Data in the Applications. Any use of the Applications through the Admin Login Information or any other accounts created by Licensee (collectively, the "**Login Information**") will be considered use by the Licensee. Licensee agrees not to sell, transfer, or assign its Login Information or allow others to use it except Authorized Users. Licensee agrees to immediately notify Renaissance of any unauthorized use of its Login Information or any other breach of security or confidentiality thereof, and in such event Renaissance shall have the right, without limitation of any other rights under the Agreement, at law or in equity, to terminate the Agreement and/or take any steps necessary to prevent the unauthorized use.

2.5 Reserved.

2.6 Service Level. Renaissance shall use reasonable commercial efforts to ensure that the Hosting Services are Operational during at least 99% of each calendar month of the Subscription Period. "**Operational**" means functioning so as to allow normal operation for the intended purpose of the Applications for Authorized Users to access the Applications hosted on the Hosting Services. The inability of the Licensee to access the Hosting Services due to its own hardware or software issues or internet connectivity issues is not sufficient to constitute the services non-operational. Notwithstanding the foregoing, the service level does not apply to (i) maintenance as described in Section 2.8 and (ii) any application or service provided by a third party, including, without limitation, Third Party Services, does not include availability impacted by scheduled maintenance or planned updates and is subject to Licensee complying with the system requirements set forth at https://www.renaissance.com/system-requirements/.

2.7 Third Party Services. The Applications and Hosting Services may operate using third party applications and services obtained separately by Licensee ("**Third Party Services**"). Renaissance is not responsible for the operation or functionality of such Third Party Services. While Renaissance may configure its Applications and Hosting Services to operate with Third Party Services, Renaissance cannot and does not guarantee that such Third Party Services will operate correctly or that the Third Party Services will be available during the entire Subscription Period and Renaissance does not endorse the Third Party Services.

2.8 Maintenance. Renaissance reserves the right to update the Applications and Hosting Services and provide maintenance releases related to the Applications and Hosting Services. All updates and maintenance releases that are deployed shall be deemed subject to all applicable terms and conditions in the Agreement. Licensee does not have any right hereunder to receive any new versions of the Applications that Renaissance may, in its sole discretion, release from time to time.

2.9 Technological Changes. As technology advances it becomes necessary for software application providers to discontinue support for older operating systems and third-party applications. It is the responsibility of Licensee to keep its computers, networks, operating systems, and third-party applications up-to-date and functional. For the avoidance of doubt, this includes Licensee being responsible for any hardware or software upgrades required to operate Applications and/or revisions thereto.

3. Professional Services

3.1 Professional Services. If identified in the Quote, Renaissance will provide the Professional Services identified therein in accordance with terms and conditions set forth in the Agreement including those terms and conditions set forth in **Exhibit C** attached hereto.

3.2 Quality of Services. Renaissance agrees to perform the Professional Services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized in the educational software applications industry, and shall be responsible for the professional quality and completeness of all Professional Services furnished hereunder.

3.3 Deliverables. Renaissance shall own all right, title and interest in and to all Deliverables and any other work product, regardless of medium, created in the performance of Professional Services hereunder; provided, however, that Licensee is granted a non-transferable, non-sublicensable, non-exclusive, limited license to use the Deliverables for Licensee's internal, authorized purposes for the duration of the term of the Subscription Period.

3.4 Reschedule Professional Services. For those Professional Services that require Renaissance to be present at Licensee's facility or any other facility chosen by Licensee, if Licensee reschedules the date for provision of such Professional Services, Licensee shall pay Renaissance a one-time fee equal to $200 to the extent Renaissance had already booked its travel arrangements.

3.5 Cancellation of Professional Services. Notwithstanding the termination provisions of this Agreement and subject to this Section 3.5, the Parties agree that Licensee only has the right to cancel any particular Professional Service without terminating the Agreement in its entirety by providing Renaissance with written notice prior to Renaissance rendering such Professional Service and no later than the first anniversary of the date identified in the Quote for such Professional Service. If Licensee exercises its right to cancel a Professional Service for which Renaissance has already booked travel, Licensee shall pay Renaissance a one-time cancellation fee of $750. To the extent the Licensee does not schedule the Professional Services it purchases as identified in the Quote on or prior to the first anniversary of the date identified in the Quote for such Professional Service, Licensee shall have no right to cancel the Professional Service and will have no right to seek a refund from Renaissance.

3.6 Subcontractors. Renaissance may employ third parties to assist with the performance of Professional Services; however, Renaissance is solely responsible for ensuring that any third party performing Professional Services under the Agreement is bound by the obligations of confidentiality and assignment provided herein. Renaissance shall pay all fees, wages, salaries, and other amounts due any third party in connection with Renaissance's performance of its obligations under the Agreement and shall be responsible for all reports and obligations respecting any such third party relating to any taxes, insurance, and similar matters.

4. Fees. Licensee shall pay Renaissance the fees in the amounts specified in the Quote (the "**Fees**"). Upon Licensee's acceptance of the Quote, Licensee shall submit to Renaissance the fully executed Quote and its purchase order and Renaissance shall issue Licensee an invoice for the Fees. Licensee shall pay the Fees within 30 days of Renaissance's invoice. Any amounts owed by the Licensee under this Agreement that are not paid when due (and not subject to a good faith dispute), shall bear interest, from the time the payment was due until the time paid, at a rate of 1% per month compounded monthly, or if lower, the highest rate allowed by law. Notwithstanding any language to the contrary contained therein, no terms or conditions stated in a Licensee purchase order or in any other Licensee order documentation shall be incorporated into or form any part of this Agreement and all such terms and conditions shall be null and void. Failure to pay the Fees in accordance with the Agreement shall constitute a material breach by Licensee.

5. Term; Termination; Effect of Termination

5.1 Term. The Agreement shall be effective as the date of set forth in the Quote and continue until the end of the Subscription Period (the "**Term**").

5.2 Termination.

a. (*Intentionally Omitted*)

b. Termination for Breach. Either party may terminate the Agreement by written notice if the other party fails to cure any material breach within 30 days of receipt of written notice.

c. Termination for Bankruptcy. Either party may terminate the Agreement immediately if any of the following events occur affecting the other party: (a) voluntary bankruptcy or application for bankruptcy; (b) involuntary bankruptcy or application for bankruptcy not discharged within 60 days; (c) appointment of receiver or trustee in bankruptcy for all or a portion of the other party's assets; or (d) an assignment for the benefit of creditors.

5.3 Effect of Expiration or Termination; Survival.

a. Access. Upon expiration or termination of the Agreement for any reason, Licensee access to the Applications, Hosting Services and Services will be discontinued upon the effective date of expiration or termination. Licensee agrees to, and direct its Authorized Users to, cease access of the Applications, Hosting Services and Services and will remove, and direct its Authorized Users to remove, any Applications components installed on any

computers. Licensee shall also return or destroy all materials provided by Renaissance under the Agreement, including any Content, within 30 days of termination or expiration of the Agreement

b. Refunds.

i. If Licensee terminates the Agreement pursuant to Section 5.2(b) or (c), Licensee shall be entitled to a refund equal to a prorated amount of the Fees from the date of termination through the end of the Subscription Period.

ii. If the Agreement terminates for any other reason, Licensee shall not be entitled to any refund .

c. Survival. Those provisions that naturally survive termination or expiration of the Agreement shall survive such termination or expiration, including, but not limited to, Sections 5.3, 6-10 and Section 12.

6. Intellectual Property Rights; Ownership

6.1 No Transfer of Ownership. Licensee acknowledges that all Intellectual Property Rights in Renaissance's Marks, the Applications, the Hosting Services, Services and Content as well as any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications thereto whether made by Renaissance or any third party, are owned and retained by Renaissance and the relevant licensors of any embedded Third Party Services. By virtue of the Agreement, no ownership of any Intellectual Rights relating to the Applications, Content, Hosting Services, Services, Renaissance's Marks or other information or material provided by Renaissance to Licensee is assigned or transferred to Licensee and such Intellectual Property Rights are protected by U.S. and international copyright and other intellectual property laws.

6.2 No Implied Grants. Except as explicitly granted under the Agreement, no other right, license, release, covenant not to sue or other rights or immunities, express or implied, by estoppels or otherwise are granted to any part of the Applications, Content, Hosting Services, Services or Renaissance's Marks.

6.3 Licensee Data. Licensee shall exclusively own all right, title and interest in and to all Licensee Data. Licensee hereby grants to Renaissance a non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store Licensee Data for use in connection with the Applications, Hosting Services and Professional Services for the duration of the Agreement for Renaissance to carry out its rights and obligations hereunder. Licensee hereby further grants to Renaissance an irrevocable, perpetual, non-exclusive, royalty-free, worldwide license to use, reproduce, adapt, combine with other data, edit and re-format, generate, and store any Licensee Data that does not constitute Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries for any lawful purpose consistent with this Agreement and the Privacy Policy. Licensee covenants that it is responsible for any data, including Licensee Data, submitted via the Applications and to the Hosting Services, including the accuracy, quality, integrity, legality, reliability, and appropriateness of such Licensee Data. Other than as set forth in this Section, Renaissance shall acquire no rights in any Licensee Data. Licensee represents and warrants that it has the right to provide Renaissance with the Licensee Data for the purposes described in the Agreement.

6.4 Renaissance Data. Renaissance aggregates or anonymizes certain data and information (including Personally Identifiable Information for Authorized Users in the United States or Personal Data for Authorized Users in all other countries) that it collects regarding use of the Applications, Content and Hosting Services related to the operation of the Applications and Hosting Services ("**Renaissance Data**") that is not subject to this policy. Renaissance Data is not reidentified or sold to any third parties, but to the extent permitted by law, Renaissance shall be allowed to utilize, reproduce, adapt, combine with other data, edit, re-format, generate, store, and/or disclose any and all Renaissance Data for any lawful purpose consistent with this Agreement and the Privacy Policy.

6.5 Feedback. Licensee (a) shall provide Renaissance with information concerning errors, problems, complaints and other matters related to the Applications, Content and the Services and (b) may provide Licensee's feedback and/or suggestions for improvements to the Applications, Content and Services (collectively, "**Feedback**"). Licensee acknowledges and agrees that (a) Licensee shall not retain, acquire or assert any Intellectual Property Right or other right, title or interest in or to the Feedback; (b) Renaissance may have development ideas similar to the Feedback; (c) Feedback does not contain Confidential Information or proprietary information of Licensee or any third party; and (d) Renaissance is not under any obligation of confidentiality with respect to the Feedback. In view of the foregoing, Licensee grants Renaissance and its Affiliates an exclusive, transferable, irrevocable, free-of-charge, sublicensable and perpetual right to use Feedback in any manner and for any purpose.

7. Confidential Information. Except as expressly and unambiguously allowed herein, each party agrees that it will hold in confidence and not use or disclose any Confidential Information received from the other party except to the receiving party's employees, affiliates, consultants and advisors who need access to the Confidential Information for the receiving party to exercise its rights or carry out its obligations under the Agreement and who are legally bound to maintain the confidentiality of the Confidential Information. Each party further agrees to use the same means it uses to protect

its own confidential and proprietary information, but in any event not less than reasonable means, to prevent disclosure and to protect the confidentiality of Confidential Information received from the other party. Upon discovery of any unauthorized disclosure of Confidential Information the receiving party shall use its good faith efforts to prevent any further disclosure or unauthorized use thereof. In case of discovery of unauthorized disclosure, the receiving party shall notify the disclosing party without any delay. Upon termination of this Agreement or upon request of the disclosing party, the receiving party will return to the disclosing party all Confidential Information of such disclosing party, all documents and media containing such Confidential Information and any and all copies or extracts thereof, or certify in writing that all such copies and documents have been destroyed. The foregoing shall not prevent either party from disclosing Confidential Information which belongs to such party or which (i) is in or becomes part of the public domain through no act or omission of the receiving party, (ii) can be demonstrated by the receiving party as being known to the receiving party previously, (iii) is rightfully obtained by the receiving party from a third party, (iv) is independently developed by the receiving party without use of the other party's Confidential Information, or (v) is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party provides the other party with prompt notice of such required disclosure and complies with any protective order imposed on such disclosure.

8. Data Protection.

8.1 Prohibited Data. Licensee hereby acknowledges that the Applications are intended for academic practice and assessment only and that the Applications are not intended for the storage or use of any data not related to such purpose including, without limitation, social security numbers, financial account numbers, health information, behavioral records, disciplinary records, driver's license, passport or visa number, credit card data or any Special Categories of Data ("**Prohibited Data**"). Licensee agrees to not input any Prohibited Data into the Applications.

8.2 Data Protection Addendum. The additional provisions of the Data Protection Addendum located at https://doc.renlearn.com/KMNet/R62068.pdf are incorporated herein based on the location of the Authorized Users of Licensee.

9. Indemnification

9.1 Renaissance Indemnification. Subject to the limitations set forth in Section 9.2, Renaissance agrees to indemnify Licensee against any Actions by a third party alleging that the Applications or Hosting Services, as provided by Renaissance under this Agreement, infringe a United States copyright, trademark, or patent issued on or before the Effective Date, by paying the amounts Licensee is obligated to pay to the third party in accordance with a final judgement or settlement of the claims. Notwithstanding the foregoing in this Section 9.1, Renaissance shall have no liability and Renaissance's obligations under this Section 9.1 shall not apply if the claim, judgment or settlement is either partially or in whole based on (i) any software, service or other material provided by or on behalf of Licensee, (ii) any modification of the Applications or Hosting Services if such modification is not done by Renaissance or if such modification is done by Renaissance pursuant to Licensee's written instruction, (iii) Licensee continuing any allegedly infringing activity after being notified of any such allegedly infringing activity or after being informed of or provided with modifications that would have avoided the alleged infringement; (iv) any Third Party Services or (v) Licensee's use of the Applications or Hosting Services that is not strictly in accordance with the terms and condition of the Agreement. If the Applications or Hosting Services as provided by Renaissance are found, in a final non-appealable order or decision from a court of competent jurisdiction, to infringe the rights of a third party and as a result a final injunction is obtained against the Licensee's use of the Applications or Hosting Services, or if in Renaissance's opinion, actions are needed to avoid potential infringement, Renaissance may, at its expense and option: (i) procure for Licensee the continued right to the Applications or Hosting Services, (ii) replace or modify the Applications or Hosting Services in whole or in part, with substantially similar, functionally equivalent, non-infringing Applications or Hosting Services, or (iii) if Renaissance is unable to effect the foregoing despite its reasonable efforts, Renaissance may terminate the Agreement or request Licensee to discontinue use of the Applications or Hosting Services in whole or in part, subject to Licensee having a right to terminate the Agreement.

9.2 Licensee Indemnification. Licensee agrees to defend, indemnify, and hold harmless Renaissance, its Affiliates and their respective directors, officers, employees, contractors and agents, from all Losses that result from any third party Action and amounts paid in settlement thereof alleging or relating to claims of Licensee's breach of the Agreement or any violation of the terms of use or any other agreement governing the use of the Applications, Hosting Services, Services or Content.

9.3 Indemnification Procedure. The indemnification obligations of the parties specified above are subject to the following conditions: the indemnified Party (a) promptly notifies the indemnifying party in writing of the claim, (b) provides exclusive control to indemnifying party to defend (including choosing its counsel) and settle the Action at the indemnifying Party's exclusive discretion, (c) agrees to cooperate (at indemnifying party's expense) in good faith with the indemnifying Party in the defense as the indemnifying party may reasonably request, and (d) shall not agree and/or acknowledge (i) any liability regarding the Applications or Hosting Services and (ii) the validity, enforceability or infringement of any intellectual

property right asserted against the Applications or Hosting Services.

9.4 Sole Remedy. Notwithstanding anything to the contrary in the Agreement, the indemnity provided in this Section shall be the sole and exclusive remedy for Licensee regarding third party Intellectual Property Rights infringement claims.

10. Limitation of Liability and Disclaimer of Warranties

10.1 Disclaimer of Limited Warranty. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS MAKE NO WARRANTY THAT THE APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT DEFECTS IN APPLICATIONS, HOSTING SERVICES, SERVICES OR CONTENT WILL BE CORRECTED; AND; RENAISSANCE AND ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE APPLICATIONS, HOSTING SERVICES, SERVICES AND CONTENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE.

10.2 Limitation of Liabilities.

a. Direct Damages Only. To the maximum extent permitted by law, the liability of Renaissance shall be limited to direct damages only, thus excluding liability for any other damages such as indirect, special, incidental, consequential or punitive damages (including, but not limited to, lost profits, lost data, lost revenue, lost savings and loss of goodwill).

b. Aggregate Liability. To the maximum extent permitted by law, in no event shall Renaissance's aggregate liability with respect to any matters whatsoever arising under or in connection with the Agreement exceed the lesser of (i) total fees paid by Licensee to Renaissance under the Agreement within the twelve-month period prior to the date the cause of action giving rise to liability arose or (ii) $100,000. The foregoing liability is cumulative with all payments for claims or damages in connection with the Agreement being aggregated to determine satisfaction of the limit.

c. Third Party Products and Services. Licensee understands that Renaissance is not responsible for and will have no liability for hardware, software or other items or any services provided by any persons other than Renaissance, including, without limitation, Third Party Services.

d. Professional Services. Any liability of Renaissance with respect to the Professional Services or Deliverables will be limited exclusively to correction of such Professional Services or such Deliverables or, if such correction is not possible or impractical, to refund of the pertinent Fees.

e. Economic Basis of Agreement. The parties acknowledge that the fees, the rights granted to each party and the allocation of the risk (as expressed in the indemnities and the limits of warranties, liabilities, damages and remedies) contained in the Agreement reflect the economic basis of the Agreement, in absence of which the Agreement would not have been made.

11. Force Majeure.

In the event of an issue that causes either Party's delay or failure to perform its obligations under the Agreement due to acts of God and natural disasters (each, a "**Force Majeure**"), the affected Party will: (a) promptly give the other Party notice in writing of the Force Majeure; (b) use all reasonable efforts to mitigate the effects of the Force Majeure upon that Party's performance of its obligations under the Agreement; and (c) promptly resume performance of its obligations after the Force Majeure has passed. Provided a Party affected by a Force Majeure complies with the foregoing, delay or failure to perform its obligations under the Agreement shall not constitute a breach of the Agreement.

12. Miscellaneous

12.1 Entire Agreement. The Agreement and any and all Quotes and all exhibits and attachments attached hereto, constitutes the entire agreement between the parties and supersedes all previous and/or inconsistent agreements, negotiations, representations and promises, written and oral, regarding the subject matter. No modification, course of conduct, amendment, supplement to or waiver of the Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

12.2 Severability. If any provision of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. The parties agree to substitute for such provision a valid provision that most closely approximates the intent of the severed provision.

12.3 Waiver. A failure of any party to exercise any right given to it hereunder, or to insist upon strict compliance by the other party of any obligation hereunder, shall not constitute a waiver of the first party's right to exercise such a right, or to exact compliance with the terms hereof. Moreover, waiver by any party of a particular default by another party shall not be deemed a continuing waiver so

as to impair the aggrieved party's rights in respect to any subsequent default of the same or a different nature.

12.4 Governing Law. If Licensee is a publicly funded, non-profit educational institution in the United States, the Agreement will be governed by the internal laws of the State in which License is situated, without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in such State. In all other cases, the Agreement shall be governed by the laws of state of Wisconsin without giving effect to the state's choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in Wisconsin.

12.5 Dispute Resolution. If a dispute arises between the parties relating to the interpretation or performance of the Agreement, the parties agree to hold a meeting, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith, to negotiate a resolution of the dispute prior to pursuing other available remedies.

12.6 Notices. All notices required or permitted under the Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States mail, postage prepaid, (c) via a recognized national delivery service, such as UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.

12.7 Captions. The captions that head certain Sections and paragraphs in the Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend or interpret the scope of the Agreement or of any particular Section.

12.8 Assignment. The rights and obligations of either party under the Agreement may not be transferred or assigned directly or indirectly without the prior written consent of the other party, except that Renaissance may assign the Agreement without restriction to an entity that acquires substantially all of its stock, assets, or business. Except as otherwise expressly provided herein, the provisions hereof will inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties.

12.9 Relationship of the Parties. The parties are independent contractors and not joint venture partners or otherwise Affiliated. Neither party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever. There are no third-party beneficiaries to the Agreement.

12.10 Limitation of Action. Any action by Licensee in connection with the Agreement must be brought within two years after the cause of action arose or such longer period of time as required by applicable law.

12.11 Duplicates, Originals, Counterparts. The Agreement and any Quote may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

12.12 Scanned Documents & Electronic Signatures. Electronic signatures by duly authorized signatories of the parties are valid. Each party may scan and electronically preserve the Agreement and all other documents related to the Agreement. All documents that have been scanned and stored by a party are treated as original documents for all purposes.

12.13 Export Law Assurances. Licensee may not use or otherwise export the Applications except as authorized by U.S. law. In particular, but without limitation, the Applications may not be exported (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Applications, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

12.14 Representations. Each party represents and warrants that it has been duly authorized to enter into the Agreement for and on behalf of any person, company, or other entity identified herein.

12.15 Equitable Rights. Each party acknowledges that a breach by a party of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity, without the necessity of posting bond. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in the Agreement to the contrary.

EXHIBIT A

Definitions

"**Action**" shall mean any third-party claim, suit, arbitration, action, or proceeding.

"Agreement" means the Quote, these Terms of Service and License, including any amendments and/or restatements expressly agreed upon by the parties.

"Applications" means the commercial software products being provided to Licensee under the Agreement and applicable Quote, including, in all cases, executable program modules thereof, as well as related documentation and computer readable media. The Applications are set forth in the Quote and shall include Application component of Renaissance-U to the extent identified in such Quote.

"Authorized User" means an employee of the Licensed Site (including administrators and teachers), a student enrolled at the Licensed Site or a parent of such student, provided that such student is one that is counted in Licensee's Student Capacity.

"**Confidential Information**" means all business, technical, and financial information that one party ("**receiving party**") obtains from the other party ("**disclosing party**"). Confidential Information of Renaissance includes, but is not limited to, trade secrets, technology, information pertaining to business operations and strategies, information pertaining to pricing and marketing, and any technical information relative to the setup and security of the Application or Hosting Service including, but not limited to, Hosting Service Internet addresses, Login Information, Internet URL's, Virtual Private Network setup and encryption key information.

"Content" means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Applications or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

"Data Integration Services" means any commercial software products being provided to Licensee under the Agreement and applicable Quote that enables a Licensee to connect the Applications to Licensee's student information system to enable automatic loading and updating of Licensee Data in the Applications.

"Deliverables" means any work product or materials to be developed or delivered by Renaissance in connection with providing the Services to Licensee.

"Homebound Student" means a student that is an Authorized User of a Licensed Site that cannot attend school due to medical or emotional conditions substantiated to the extent required by a health care provider in the jurisdiction of the Licensed Site.

"**Intellectual Property Rights**" means all intangible assets including (a) patents (design, utility or otherwise), patent disclosures, applications and inventions (whether ultimately deemed patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) all original expresions in any fixed medium, including registered and unregistered copyrights and copyrightable works (including Applications), and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intangible assets related to any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**International School**" means a school that promotes international education, in an international environment, by following a national or international curriculum different from that of the school's country of residence.

"Licensed Site" means the physical location of a single school which has purchased Student Capacity for the Applications and identified in the Quote. Multiple schools in one building are each a separate Licensed Site and each must purchase a separate license.

"Licensee" means the entity identified in the Quote.

"Licensee Data" means (a) any information or data that Licensee collects on individual Authorized Users, including, without limitation, personal information (e.g., an Authorized User's name, age, gender, race, place of residence, and other directory information), enrollment information (e.g., the school a student attends, a student's current grade level and years of attendance, the number of days a student was absent), academic information (e.g., the courses a student completed, the test scores and grades a students earned, the academic requirements a student has fulfilled, and education records), and various other forms of data collected and used by such Licensee; (b) any data or outputs, including, but not limited to assignments, assessment and quiz scores, generated from using the Applications (including data or outputs contain with reports generated by the Applications); (c) Authorized User sign-on information; and (d) any data inputs by individual Authorized Users of myON Applications, including but not limited to essays, reading journals, book reviews, book notes, etc.

"**Losses**" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Marks" mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

"Mobile Applications" mean applications by which Licensee may have the ability to access some or all of the Applications on mobile devices.

"myON Application" means those Applications identified as a myON Application in the Quote.

"Privacy Policies" means the applicable Application Privacy Policy located at https://www.renaissance.com/privacy-policy/ which may be updated from time-to-time by Renaissance in its sole discretion.

"Professional Services" means those professional services identified in the Quote and further described in **Exhibit B** and any other professional, technical or support services that Renaissance provides to Licensee.

"Quote" means (a) a quote issued by Renaissance to Licensee to provide access to the Applications, Hosting Services and Services identified therein for the Subscription Period that is accepted by Licensee by executing the quote and submitting Licensee's purchase order (the "**Initial Quote**") and (b) a quote issued by Renaissance to Licensee to provide access to additional Applications, Hosting Services or Services within the Subscription Period of the Initial Quote that is accepted by Licensee by submitting Licensee's purchase order.

"Renaissance" means Renaissance Learning, Inc., a Wisconsin corporation.

"Renaissance Application" means those Applications identified as a Renaissance Application in the Quote.

"Terms of Service and License" means these Terms of Service and License and the Privacy Policies, as amended by the parties.

"Services" mean the Onboarding Services and Professional Services.

"Student Capacity" with respect to any Licensed Site, means the maximum number of Licensee students that are authorized to use the Renaissance Applications during the Subscription Period. Student Capacity for any Renaissance Application is identified in the Quote either under the Quantity column or separately as student subscriptions. Student Capacity may only be increased as described in section 2.3(a)(i) in these Terms of Service and License.

"Subscription Period" means the time period set forth in the Quote during which Licensee has access to the Applications unless the Agreement is terminated earlier in accordance with the Agreement, then the time period shall end as of the date of termination.

EXHIBIT B

International School Conditions to Use Renaissance Applications Outside of Licensed Site

- Licensee acknowledges and agrees that Renaissance will not provide any Licensee support to students or parents in connection with their use of the Renaissance Application outside the Licensed Site.
- Licensee must turn off its IP whitelist, which currently limits access to the Renaissance Application only to devices in Licensee's designated networks at Licensee's buildings. Licensee acknowledges and agrees that turning off its IP whitelist shall not change the relationship between Licensee and Renaissance and Renaissance will still be providing access to the Renaissance Application as a provider of Licensee.
- Renaissance does system maintenance and other updates to the Renaissance Application after hours to avoid impact on its licensees. Licensee acknowledges that if Licensee's students are attempting to use the Renaissance Application during this period, the system performance may slow down or may be temporarily unavailable and Renaissance disclaims any liability for the availability or lack thereof of the Renaissance Application.
- Any use of the Renaissance Applications not in accordance with the Agreement will immediately void Licensee's license to use the Renaissance Application.
- Licensee understand that one of the primary purposes for the restrictions in the Agreement is to minimize student cheating and to protect the Renaissance's Application's content from unauthorized access or distribution which would compromise the Renaissance Application and its contents. Licensee hereby releases Renaissance from any liability that may arise from or in connection with the security of the Renaissance Application, the inability to access or use the Renaissance Application and the results of use of the Renaissance Application, in all cases, where the Renaissance Application is used by Licensee's students outside of the Licensed Site. Licensee also agrees to promptly notify Renaissance upon becoming aware that any of the Renaissance Application's content has been compromised in any fashion, including, without limitation, posting or sharing answers by Licensee's students.

EXHIBIT C

Professional Services and Other Terms and Conditions

1. Included Professional Services

The following Professional Services are provided without additional charge:

a. Renaissance Smart Start: A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain Renaissance Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit Smart Start Content unlimited times through their Renaissance Home portal, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.

b. myON PD Portal: A free on-demand, in-product training program utilizing Content, including instructional videos, resources, and activities for mastering critical early steps for use of certain myON Applications. Licensee's administrators and teachers of the Licensed Sites can access and revisit the myON PD Portal unlimited times through their myON Applications, however, Content, including copies of PDFs or other written materials is for the Licensee's internal use only.

2. Additional Professional Services

The following Professional Services are available for an additional charge and if purchased by Licensee will be identified in the Quote:

a. Custom On-Site Seminars and Leadership Seminars: Six-hours of professional development in the form of either one six-hour on-site seminar or two three-hour on-site seminars on the same day, each for up to 30 participants per seminar for hands on training.

b. Implementation Site Visits: Six-hours of implementation support in the form of data reviews, classroom coaching, Q&A sessions, meeting with PLCs, and debrief with building leadership for small groups but no more than 30 participants.

c. Star Champions' Academy: Three six-hour on-site seminars for up to 20 participants per seminar for hands on training. The 20 participants must be the same participants at each seminar. Licensee is required to purchase Renaissance-U for the Subscription Period.

d. Virtual Onsite Seminars: 90-minute professional development virtual on-site seminar targeted at one specific topic, for up to 30 participants provided by Renaissance remotely. Licensee is responsible for providing an onsite facilitator who will work with Renaissance to plan the seminar in advance, test the technology, and co-facilitate during the seminar. Seminars are anticipated to be a two-way live video feed via webcam and/or 3-D Webcam technology; however, should these video technologies not be available or working effectively at the time of the seminar, it will not inhibit the delivery the seminar.

e. Webinars: Webinar related to a specific topic, for up to 30 participants in 1 hour increments up to 3 hours. Webinars can be used for Q&A session as well if arranged in advance.

f. Implementation and Data Coaching Services: Renaissance will provide Licensee a dedicated Renaissance coach to facilitate a tailored action plan, provide email and phone support to building leadership and seven 30-60 minute structured sessions for up to 30 participants for learning experiences, data conferences or questions-and-answers. Licensee is responsible for scheduling the coaching sessions and it is recommended that Licensee schedule such sessions evenly distributed throughout the Subscription Period. The content of the coaching session will focus on data, but the content can be tailored to the specific needs of the participants, to the extent that Licensee participates in a pre-planning meeting with Renaissance in advance of the coaching session. Renaissance shall provide these services remotely.

g. Renaissance-U: An Application that provides professional development courses via on-demand, online tutorials and Implementation and Data Coaching Services. Licensee's administrators have a portal to monitor participant progress through the courses offered. If a Licensee has multiple Licensed Sites, it must purchase a license to access Renaissance-U for each Licensed Site. Licensee understands that as of August 2018, Renaissance-U will hosted on Teaching Channel's platform and agrees that use of Renaissance-U on the Teaching Channel Platform by Licensee and its Authorized Users is subject to Teaching Channel's Terms of Use and Privacy Policy located at https://www.teachingchannel.org (the "Teaching Channel Terms"). Licensee agrees that it and its Authorized Users will comply with the Teaching Channel Terms.

h. Smart Start Coaching: Three initial training sessions with a Renaissance coach based on the Smart Start product training course content, and phone and email support for school leadership, to be used over the first three months of the Subscription Period.

i. Strategic Planning, Monitoring, and Reporting: District-level service that begins with a planning session with the key Licensee stakeholders to establish the goals for the implementation of the Applications and key performance indicators that will indicate progress toward those goals. A strategic plan will be

delivered to Licensee, followed by three progress reports related to the goals and key performance indicators. Upon delivery of each of the progress reports Licensee may also participate in a 30-minute conversation with Renaissance to review progress and recommendations. A "plus" version of this service is also available that offers the Strategic Planning, Monitoring and Reporting Services and district-level Implementation and Data Coaching Services throughout the Subscription Term.

j. **Project Management:** Project Management services are available for districts that need extra support managing the technical and logistical tasks associated with implementation of the Applications. Services are tailored to Licensee's needs, but typically include an in-person kick off meeting to develop the scope of the project and communication plan. The assigned project manager will serve as the Licensee's single point of contact, provide periodic updates, and oversee Renaissance delivery of the Professional Services purchased by the Licensee in accordance with the project plan.

k. **Dedicated District Consultant ("DDC"):** A DDC is an individual embedded by Renaissance to assist in the implementation and provide Professional Services. The specific scope of the DDC's role will be defined in a subsequent statement of work between the Parties, but generally includes the DDC meeting with key district representatives to identify implementation expectations with specific goals and performance indicators. The DDC would then develop a tactic plan with a specific timeline indicating how Professional Services and implementation support services will be delivered throughout the Subscription Period.

l. **Renaissance Results Package #1 (Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through two webinars for one-hour for up to 30 people and 6 remote facilitated data team meetings per Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.

m. **Renaissance Results Package #2 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people and 6 remote facilitated data team meetings per participating Results Team, delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.

n. **Renaissance Results Package #3 (Onsite and Remote):** Renaissance guides grade-level or department teaching teams to use data to inform instruction, measure growth, and replicate best practices through 1 on-site training seminar for six hours for up to 30 people, 4 on-site days for facilitated data team meetings for 40-60 minutes per Results Team for up to 6 people and 2 remote facilitated data team meetings delivered via WebEx for 40-60 minutes per meeting for up to 6 people. In addition, Renaissance will provide access to Renaissance-U for the Subscription Period.

o. **Renaissance Advanced Certification:** Renaissance will certify Licensee's district personnel to provide ongoing professional development support to educators within the Licensee's district. Licensee's district personnel chosen to be certified (a "**Certification Candidate**") will be given individual access to Renaissance-U and must complete the course applicable to the certification topic (reading, assessment, or math) prior to attending the required two-day in person certification training (the "**Certification Training Event**"). The Certification Candidate must attend the Certification Training Event which will be held at various locations nationally (travel and expenses to attend are the responsibility of the Licensee and Certification Candidate), or alternately Renaissance can send a Renaissance consultant to Licensee to provide the Certification Training Event to the extent there are a minimum of 4 Certification Candidates on the same topic. Upon successful completion of the Certification Training Event, the Certification Candidates are deemed certified (a "**Certified Licensee Personnel**") that attended shall have rights to use all training materials found within Renaissance-U (to include projection of eLearning content in group professional development sessions and reproduction of PDFs) to conduct training session for educators within the Licensee's district and no other third parties. Certified Licensee Personnel shall not charge any fees for providing training. Certification is good for one year and includes registration for the Certified Licensee Personnel into the national certification Renaissance-U professional learning community and invitation to a quarterly webinar for all Renaissance Certified Licensee Personnel across the county. Certified Licensee Personnel that are active within the online community and attend all four quarterly webinars are eligible to renew their certification for up to two years. After the third year recertification is required. Certification is personal to the individual chosen by Licensee to be certified and does not transfer to any other person.

3. Other Terms and Conditions

a. **On-Site Professional Services.** For any Professional Services that Renaissance will provide on-site, the following shall apply:

i. Licensee shall provide facilities for its participants.

ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant.

iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 4-6 weeks prior to the event.

iv. Because travel is booked 4-6 weeks in advance, additional fees may apply for late booking, and last-minute rescheduling or cancellation.

b. Remote Professional Services: For any Professional Services that Renaissance will provide remotely, the following shall apply:

i. Licensee shall provide facilities for its participants.

ii. The facilities provided by Licensee must be conducive to adult learning with computer, broadband Internet connection and two-way sound for each participant and a hard-wired broadband internet connection for the computer that is projecting the online presentation.

iii. Renaissance will tailor the content to the specific needs of the participants, to the extent that the Licensee participates in a pre-planning meeting with Renaissance 3-5 business days prior to the event.

iv. Any materials sent electronically to support the session must be printed by Licensee for each participant.

c. Learning Environment: Professional development sessions are designed to engage learners with hands-on experiences in the Applications, customization to group needs, and individualized support. Licensee assumes the responsibility for any diminished quality and/or satisfaction concerns if an appropriate learning setting is not provided by Licensee, including, without limitation, keeping to group size limits provided by Renaissance and providing facilities that meet technology and learning environment requirements.

d. Ownership: All print and digital content provided as a part of the service is the sole property of Renaissance and is deemed Content under the Agreement. Recording or reproduction in any form is not permitted. Renaissance does not provide copies of any of the PowerPoint presentations presented during any seminar, webinar or any other presentation.

e. Learning Outcomes: It is the responsibility of the Licensee to participate in a planning call with Renaissance a minimum of 3-5 business days for remote Professional Services and 4-6 weeks for onsite Professional Services, prior to the delivery of the Professional Services to determine the agreed upon learning outcomes. Renaissance will plan the delivery of the Professional Service to meet those pre-determined learning outcomes. At times the needs expressed by the participants of the Professional Services event do not exactly match the learning outcomes identified in the pre-planning meeting. Renaissance will use commercially reasonable efforts to address those needs as time allows, but Renaissance will first focus on fulfilling the learning outcomes agreed to during the pre-planning meeting.

Screencastify

SCREENCASTIFY MASTER SUBSCRIPTION TERMS AND CONDITIONS

These Master Subscription Terms and Conditions ("**Terms**") govern the purchase and use of Screencastify, LLC ("**Screencastify**") software and services as set forth in the sales order form or other or other ordering document ("**Sales Order**") which references these Terms (collectively, the "**Agreement**"). Unless otherwise agreed in a Sales Order, these Terms will govern all Sales Orders and renewal Sales Orders between Screencastify and the customer identified on the Sales Order and any affiliates, as applicable ("**Customer**").

1. Services

a. **Description**. Screencastify provides software and services consisting of video recording, editing, submission and sharing tools as may be further described in the Sales Order (collectively, the "**Services**").

b. **Technical Support Services**. Screencastify provides standard technical support services to Authorized Users as further described in the Sales Order and in any other technical or usage documentation provided to Customer regarding the Services ("**Documentation**").

c. **Feedback and Usage Analytics**. Customer may provide feedback to Screencastify about the Services (e.g. technical support input, suggestions, or enhancement requests) and generate usage analytics (i.e. aggregated non- personal technical data and metadata from the Services). Screencastify may develop, modify, and improve the Services based on Customer's feedback and usage analytics, provided that such customer feedback and usage analytics must not include any information that may be used to identify any specific individual. Screencastify reserves the right to use anonymous usage analytics and feedback without restriction.

d. **Third Party Services**. Customer and its Authorized Users may use certain third-party services in connection with the Services (for example, videos created with the Services may be stored in Google Drive or uploaded to YouTube). Screencastify is not responsible for third party services used in connection with the Services.

2. License Grant and Restrictions

a. **License Grant and Reservation of Rights**. Subject to ongoing compliance with the Agreement, Screencastify grants Customer a non-exclusive, non-transferable, worldwide right and license during the Subscription Term to permit Authorized Users to use the Services solely for Customer business purpose consistent with the terms of this Agreement.

b. **Authorized Users**. Customer's access to the Services is limited to individuals or entities authorized to use the Services under Customer's master Screencastify account ("**Authorized Users**"). Authorized Users may include employees of Customer or its affiliated third parties, so long as they are in compliance with any limitations set forth in the Sales Order (e.g., total number of users). Customer may reassign Authorized User accounts, but such accounts must not be shared among multiple users. Customer will ensure its Authorized Users use the Services in compliance with the terms of the Argeement.

c. **Restrictions and Acceptable Use**. Except as explicitly permitted under the Agreement, Customer must not, and must ensure its Authorized Users do not, use the Services to do any of the following: (i) violate any applicable law or regulation, (ii) infringe the intellectual property rights of any third party, (iii) allow other unauthorized users to use an Authorized User's account, (iv) cause a material risk to the security or operations of Screencastify or any of its other customers or otherwise bypass any measure Screencastify may use to restrict access to the Services; (v) disassemble, decompile, or reverse engineer the Services; (vi) redistribute, republish, sell, rent, lease, host, sub-license, or permit usage on a time-sharing basis as part of a hosted service or on behalf of any third party; (v) remove, obscure, or alter any proprietary notices; or (vii) circumvent, disable, or stress test any security or other technological features of the Services.

3. Customer Content, Privacy and Security

a. **Ownership and Permitted Use**. As between Screencastify and Customer, all videos and other content created by Customer and its Authorized Users ("**Customer Content**") is Customer's property. Customer grants Screencastify a non-exclusive, worldwide, royalty-free license to process, reproduce, display, copy, communicate, and otherwise use Customer Content solely to the extent necessary to perform its obligations or enforce its rights under the Agreement or where required by law.

b. **Security**. Screencastify will establish and maintain appropriate administrative, technical, and physical safeguards and controls to: (i) ensure the ongoing confidentiality, integrity, availability, and resilience of the Services and Customer Content and (ii) restore the availability and access to Customer Content in a timely manner in the event of a physical or technical incident.
c. **Compliance with Privacy Laws**. Customer acknowledges that Screencastify may collect and use information from its Authorized Users in accordance with its privacy policy located at www.screencastify.com/privacy/policy in connection with the Services. Screencastify agrees to comply with all laws and regulations that apply to its collection of such personal information.
d. **Customer Responsibility Regarding Customer Content**. Customer is responsible for ensuring that Customer Content does not violate the Agreement, third-party intellectual property rights, or applicable laws and regulations (including illegal, harmful, offensive, defamatory, misleading, obscene, or abusive material), and allows for the processing of the Customer Content. Customer will take reasonable steps to identify and promptly remove any such Customer Content.
e. **Customers Associated with Schools and School Districts**. Where Customer is a school, school district or technology purchasing agent on behalf of schools or school districts who is purchasing the Services for use in K-12 classrooms ("**School Customer**"), such School Customer represents and warrants that it has (i) the authority to consent to Screencastify's collection and use of personal information from its students; (ii) obtained any required parental consent for Screencastify's collection and use of personal information from its students, including if required verifiable parental consent under the Children's Online Privacy Protection Act ("COPPA"); (iii) not received any revocation of such parental consent. By enrolling a student or helping the student use the Services, the School Customer provides consent to Screencastify for the collection and use of its students' personal information, including students under 13 years old, solely in connection with the use of the Services for classroom educational purposes.

4. Fees, Payment and Taxes

a. **Payment and Fees**. Customer must pay the fees according to the payment terms in the Sales Order. All invoices will only be delivered electronically using the billing and contact information provided by Customer. Customer agrees to provide clear indication with its payment as to which invoices (or portions thereof) the payment should be applied.
b. **Disputes**. If Customer believes Screencastify has incorrectly billed Customer, Customer must contact Screencastify in writing within 30 days of the invoice date, specifying the error and Screencastify agrees to work in good faith with Customer to resolve such dispute.
c. **Taxes**. Customer is responsible for paying all applicable taxes. If Screencastify determines it has the legal obligation to pay or collect taxes associated with Customer's use of the Services, Screencastify will add such taxes to the applicable invoice and Customer must pay such taxes, unless Customer provides Screencastify with a valid tax exemption certificate from the appropriate taxing authority. If a taxing authority subsequently pursues Screencastify for unpaid taxes for which Customer is responsible under the Agreement and which Customer did not pay to Screencastify, Screencastify may invoice Customer and Customer will be obligated to pay such taxes to Screencastify or directly to the taxing authority, plus all applicable interest, penalties, and charges.

5. Indemnification

a. **Screencastify Obligations**. Subject to any limitations set forth in section 6, Screencastify will pay damages finally awarded by a court of competent jurisdiction (or settlement amounts agreed to in writing by Screencastify) for third-party claims, demands, actions, demands or legal proceedings filed against a party ("**Claim**") alleging the Services directly infringe the third party's patent, copyright, or trademark; or Screencastify has misappropriated the third party's trade secrets, provided that Screencastify will have no such obligation for Claims where the alleged infringement is caused by (i) Customer's combination of the Services with any component not supplied by Screencastify or (ii) Customer's unauthorized modification of the Services or use of the Services in a manner that violates these Terms or the applicable Sales Order.
b. **Conditions.** The indemnification obligations under this article are subject to the indemnified Party (i) promptly giving written notice of the Claim to the indemnifying Party, (ii) giving the indemnifying party sole control of the defense, negotiation, and settlement of the indemnified portion of the Claim, (iii) providing the indemnifying Party with all reasonable assistance required to effectively defend the Claim.
c. **Remedies.** In the defense or settlement of any third-party intellectual property infringement Claim, Screencastify may, at its sole option and expense: (i) procure for Customer a license to continue using the

Services in the same manner as anticipated by the Agreement; (ii) replace or modify the allegedly infringing Services to avoid the infringement at no additional cost to Customer; or (iii) terminate Customer's license and access to the Services (or its infringing part) and refund any prepaid unused Fees as of the date of termination. The remedies and obligations in this section are Customer's sole and exclusive remedies and liability regarding the subject matter giving rise to any third-party intellectual property infringement Claim.

6. **LIMITATION OF LIABILITY**. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING ANY LOSS OF REVENUE, PROFITS OR DATA ARISING FROM BREACH OF THESE TERMS OR THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT FOR CLAIMS BASED ON SCREENCASTIFY'S WILLFUL MISCONDUCT, SCREENCASTIFY'S AGGREGATE LIABILITY ARISING OUT OF OR WITH RESPECT TO THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNTS PAID BY CUSTOMER UNDER, OR IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

7. **Term and Termination**. These Terms govern all Sales Orders between Customer and Screencastify and will remain in effect so long as there is an existing Sales Order. The subscription term is as stated in the applicable Sales Order or, if no term is provided, one (1) year from the execution of the applicable Sales Order ("**Subscription Term**"). This Agreement (or an individual Sales Order) may only be terminated as expressly provided herein. Either party may terminate the Agreement if the other party materially breaches the Agreement and fails to cure within 30 days of the non-breaching party's written notice of breach (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure it is not repeated). Upon termination or expiration of this Agreement, (a) all rights granted pursuant to the Agreement cease immediately; and (b) all accrued fees, invoices or other payments remain due and payable in accordance with the terms of the Agreement.

8. **Warranties, Disclaimers and Remedies**

   a. **General Warranty**. Screencastify warrants that the Services as delivered to Customer will materially conform to the Documentation and specifications set forth in the applicable Sales Order.
   b. **Remedies**. To the extent permitted by law, Customer's sole and exclusive remedy arising out of or in connection with a breach of the warranty above is limited to the correction of the Services defect, as applicable. If in Screencastify's sole discretion the defect cannot be corrected, Screencastify may terminate the applicable portion of the Sales Order and provide a refund of any prepaid unused fees for the applicable Services.
   c. **Disclaimers**. To the maximum extent permitted by law and except for the express warranties in this section, Screencastify provides the Services on an "as-is" basis. Screencastify disclaims and makes no other representation or warranty of any kind, express, implied, or statutory (including claims about merchantability, title, non-infringement, accuracy, or fitness for a particular purpose). Customer acknowledges Screencastify does not control and Screencastify is not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage arising from (i) Customer equipment or the transfer of data over communication networks, facilities, and devices (including the Internet); (ii) limitations, interruptions, delays, cancellations, and other problems inherent in the use of such communications networks, facilities, and devices not within Screencastify's control; and (iii) Customer's failure to properly install appropriate security updates and patches to software and programs on networks and devices within Customer's control.

9. **Confidentiality**. Unless otherwise required by law or court order, each party agrees to keep the other party's Confidential Information (including the terms of this Agreement) strictly confidential and not disclose such information to any third party, other than officers, directors, trustees, employees, attorneys and advisors on a strict need to know basis only, provided that such person is subject to a confidentiality obligation sufficient to comply with the terms of this Agreement. Each party agrees to take all necessary action to protect the confidentiality of the Confidential Information. "**Confidential Information**" means non-public or proprietary information about the disclosing Party's business (including copies, summaries, and extracts) which is (i) disclosed in tangible form and is identified in writing as confidential at the time of disclosure, (ii) disclosed in non-tangible form that is unambiguously identified as confidential at the time of disclosure, or (iii) disclosed in such a manner, or of such a nature, that a reasonable person under the same circumstances would clearly understand the information to be confidential. Confidential Information of Customer includes Customer Content. Confidential Information does not include information that (i) is or becomes generally publicly available through no fault of the receiving Party, (ii) was known to the receiving Party, free of any confidentiality obligations, before

its disclosure by the disclosing Party, (iii) becomes known to the receiving Party, free of any confidentiality obligations, from a source other than the disclosing Party, or (iv) is independently developed by the receiving Party without use of or reference to the Confidential Information, as demonstrated by documents and other competent evidence in the receiving Party's possession

10. General Provisions

a. **Law and Jurisdiction**. If Customer is located in the United States, the law of the US state where Customer is located will govern any dispute between Customer and Screencastify without regard to that state's rules on conflicts of law and the venue for all such disputes must be the state or federal courts located in the US county where Customer is located. Otherwise, the laws of the State of Illinois will govern any dispute between Customer and Screencastify and the venue for all such disputes must be the state or federal courts located in Cook County, Illinois.

b. **Relationship of the Parties**. Screencastify will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of the Agreement. The Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary relationship between the Parties.

c. **Customer's Purchase Order**. Any terms and conditions contained in Customer's purchase order or related documents submitted by or on Customer's behalf are void and do not apply to the relationship between Customer and Screencastify.

d. **Waiver, Modification**. No failure or delay by either Party in exercising any right under the Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies. The Agreement may not be modified nor any rights under it waived, in whole or in part, except in writing signed by the Parties.

e. **Severability**. If any provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid, the provision may be interpreted by the court so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining portions of the Agreement will remain in full force and effect.

f. **Assignment**. Neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign the Agreement in its entirety (including all rights and obligations) without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. Any purported assignment in violation of this section will be null and void. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

g. **Force Majeure**. Neither Party will be liable for or be considered to be in breach of the Agreement on account of any delay or failure to perform as required by the Agreement as a result of any unforeseeable or exceptional situation beyond its reasonable control, so long as the non-performing Party (i) did not cause such situation by its own negligent acts or omissions, and (ii) exercised all due diligence and used commercially reasonable efforts to avoid such situation and mitigate the impact.

h. **Third Party Beneficiaries**. There are no third-party beneficiaries to the Agreement, including, without limitation, Authorized Users.

i. **Entire Agreement.** The Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the subject matter.

Screencastify

Quote number: 121384
Quote created: Mar 4, 2021
Quote expires: Mar 31, 2021

Term start date: Jun 30, 2021
Schools included: 9

Prepared for:
Manny Carrera
Carmel USD
mcarrera@carmelunified.org

Prepared by:
Screencastify, LLC
227 W Monroe St
Chicago, IL 60606
alex.madda@screencastify.com

Quantity	Product	Price
1	Record Unlimited District License	$6,750
1	Edit Unlimited District License	$6,750
1	Self-paced Professional Development	$0

Subscription subtotal:	$13,500
Discount:	($10,050)
Annual subscription total:	**$3,450**
PD one-time fee:	**$0**
Total due:	**$3,450**

The Fine Print

The Services provided under this Order are subject to Screencastify's Master Terms and Conditions located at https://screencastify.com/msa, which are incorporated herein by reference. The pricing in this quote is valid until the Expiry Date listed above. All pricing is in US Dollars. Screencastify will invoice you for the amounts shown in this quote after receiving payment or a purchase order. If you are paying with a purchase order please have your purchasing department email a signed PO referencing this quote to the email above. Offline payments are accepted for orders of $250 or more. Access to purchased products will be unlocked upon receipt of the signed PO.

Seesaw Terms of Service

Last Updated: September 3, 2018

Welcome to Seesaw!

Seesaw's mission is to create an environment where students can be their best. To accomplish this goal, it is essential that Seesaw is safe place for students to document their learning, and that parents and teachers are in complete control over how that information is shared.

This Terms of Service governs your use of our websites at seesaw.me, and the Seesaw Application (collectively "the Seesaw Service", "the Service" or "Seesaw"). By creating an account on Seesaw, you agree to be bound by our Terms of Service (our "Terms"). If you don't agree, please don't use Seesaw. These Terms include a Binding Arbitration clause. Please read below to see how you can opt-out if you so choose.

OUR PRIVACY PROMISES

Protecting your privacy is fundamental to our mission and business. The following summarize our promises to you.

- We never sell your data or student data.
- We never advertise in Seesaw.

Seesaw

- We use the latest security industry best practices to protect you.
- We are transparent about our practices and will notify you if things change.
- We are compliant with FERPA, COPPA, GDPR, MFIPPA, and the Australian Privacy Act.

To learn more about how Seesaw collects, stores, uses, shares, and protects your personal information, please review our full Privacy Policy.

SEESAW AND PARENTAL CONSENT

We require that teachers or schools get parental consent before using Seesaw with children who are under the age when they can grant consent on their own. This age may vary based on where you live. For example, in the US that age is younger than 13. You should check your local laws to determine the relevant age in your country. If you are aware Seesaw is collecting information from a student without parental consent, please contact us immediately at help@seesaw.me and we will delete the data.

There are a number of ways in which teachers or schools can obtain parental consent:

- Get consent as part of a school-wide technology consent process you may already have in place.
- Use our sample consent form - but please note that this is an example only and does not constitute legal advice.
- For teachers in the United States, agree to act as the parent's agent, and provide consent on their behalf to use Seesaw solely in the educational context as provided by the FTC. Learn More.

SEESAW AND FERPA

Seesaw

Records, you designate Seesaw as a "School Official" (as that term is used in FERPA and its implementing regulations) under the direct control of the school with regard to the use and maintenance of the FERPA Records and Seesaw agrees to comply with FERPA.

SEESAW AND GDPR

Seesaw complies with the European Union General Data Protection Regulation (the “GDPR”) and makes it easy for EU individuals to exercise their rights described in that regulation. The purposes for which Seesaw collects your information, the categories and specific types of information, and our practices and policies regarding the processing of your information are described in this Privacy Policy and our Data Processing Agreement. If you have specific questions about how Seesaw is compliant with GDPR, please see our frequently asked questions about GDPR.

CREATING A TEACHER ACCOUNT

Only teachers or school administrators can create a class on Seesaw. Once the class is created, teachers can authorize student participants, additional faculty and parents and other family members with appropriate permissions to upload, view, comment on, and share work.

You should consult with your school or school district to ensure that you obtain proper consent to use Seesaw in the classroom consistent with their policies.

When you create a Seesaw class, you agree that:

- Any students you add to your class are current students in your class.

and school and school district policies in your use of Seesaw.

- You will treat Seesaw as an extension of the classroom and take reasonable steps to confirm that students are using Seesaw appropriately.
- You will take reasonable measures to protect access to information contained in student journals and class journals.
- You will only invite parents, guardians, and other trusted adults to view student journals.
- You will protect your class QR code so that access to student journals and class journals is limited only to students and parents, guardians, and other trusted adults.

CREATING A PARENT OR FAMILY MEMBER ACCOUNT

Teachers can authorize parents and family members to view information in their child's journal. By creating a parent account and accessing a student journal, you agree that you are the legal guardian of the student or have permission from the legal guardian of the student to create a parent account and access the student journal.

As a parent, you will only be able to access journal entries in which your child has been tagged. Other parents and adults may be able to access your child's work if your child is tagged in a journal entry with their child, such as when your child collaborates with other students on a group project, and visa versa.

CREATING A STUDENT ACCOUNT

Students may use Seesaw only if their parent or legal guardian has given permission to their teacher or school. You agree to use Seesaw only if you have

Seesaw

Seesaw is an extension of the classroom. You agree to use Seesaw in a manner that is appropriate to the classroom. You may not violate the policies of your school or school district in your use of Seesaw.

SUBMISSIONS TO THE ACTIVITY LIBRARY

Activities teachers create are private to their account by default. Optionally, teachers may choose to publish activities they create to the public Community Activity Library or an Activity Library managed by their school or district. By choosing to submit your activity to the Activity Library, you're telling us that:

- You are the copyright holder, you have the consent of the copyright holder, or you have a valid legal basis (for example, fair use) for posting any content you submit to Seesaw.
- You have secured permission to share the photograph of any person included in your activity.

Any activities you submit are yours - not Seesaw's. By submitting your activity to the Community Activity Library you understand that:

- Your activity will be publicly accessible unless you choose to remove it. Your name and other activities you have contributed to the library will be visible as part of your Activity Author Profile.
- For as long as your activity is published to the Library, your activity may be shared by Seesaw (for example on our website or in an email) and by teachers using Seesaw. Teachers using Seesaw may also modify your activity and re-share it with their students or other teachers.
- If you remove your activity from the library, prior copies of your activity or modified versions of your activity may still exist in other teachers' accounts and will not be removed.

Student responses to activities are **not** shared in the Activity Library.

Seesaw

Family members can receive SMS notifications about new posts or messages in Seesaw. You can cancel at any time. Text "STOP" to unsubscribe. Text "HELP" for instructions on how to use our service. Message frequency varies. Message and data rates may apply. For questions about SMS notifications, email help@seesaw.me.

1. Participating carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, U.S. Cellular, Boost Mobile, MetroPCS, Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central, IL (ECIT), Cellular One of Northeast Pennsylvania, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Simmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless).
2. T-Mobile is not liable for delayed or undelivered messages.

YOUR INTELLECTUAL PROPERTY

We don't own the content you provide – students and their schools own all Student Data added to Seesaw.

However, in order to provide our Services, we need certain limited rights to your content. For example, when you upload your content, we need the rights to store it and serve it back to you. Therefore, you grant Seesaw the right to use, publish, transmit, display, copy, process, adapt, modify, and distribute your content only how you specify and only within the context of the Seesaw service.

Seesaw

SEESAW'S INTELLECTUAL PROPERTY

Seesaw is protected by copyright, trademark, and other intellectual property laws. Seesaw Learning, Inc. and its licensors grant you a limited, non-exclusive, non-transferable license to view, copy, and display Seesaw solely in connection with your permitted use of Seesaw. Any rights not expressly granted here are reserved.

Unauthorized use of Seesaw's logos, trademarks, copyrights, domain names, or other distinctive brand features is prohibited.

COPYRIGHT POLICY

Seesaw complies with the Digital Millennium Copyright Act. To learn more about how Seesaw responds to allegations of copyright infringement, please review our Copyright Policy.

PROHIBITED ACTIVITIES

All users agree that they will refrain from the following prohibited activities when using Seesaw.

- Don't use Seesaw in a manner that violates any applicable laws, regulations, ordinances, or directives.
- Don't use Seesaw in any manner that would be inappropriate for the classroom or violates applicable school or school district policies.
- Don't use Seesaw to lie or mislead other users.

defamatory, tortious, obscene, profane, or invasive of another person's privacy.

- Don't do anything that interferes with the proper functioning of any software, hardware, or equipment that belongs to Seesaw or anyone else.
- Don't impersonate Seesaw or our users on Seesaw or elsewhere.
- Don't interfere with anyone's use or enjoyment of Seesaw.
- Don't use personal information about other users, including students, without consent or as forbidden by applicable law or regulation.
- Don't use Seesaw in a way that infringes the intellectual property rights of others.
- Don't crawl, scrape, or use any manual or automated system to copy any public content available within Seesaw.

ACCOUNT SUSPENSION AND TERMINATION

Seesaw reserves the right to suspend or terminate accounts associated with users who engage in any of the prohibited activities described above or in any manner that otherwise violates our Terms or other policies. In addition, Seesaw reserves the right to terminate any account at any time for any reason without notice to you.

ACCOUNT TRANSFER

If you've signed up as a teacher with a school provided email address, and your school later signs up for a Seesaw school account, we may transfer your account to be under the management and control of your school. To protect student data, in certain limited circumstances (such as when a teacher leaves a school)

Seesaw

ABANDONED ACCOUNTS

Seesaw reserves the right to terminate accounts that have not been accessed by the teacher or school associated with the account for a period of more than one year. Prior to terminating an abandoned account, Seesaw will notify the teacher or school associated with the account by email and provide an opportunity to download an archive copy of the class journal.

SECURITY

Seesaw takes protecting your security and privacy seriously and we've put a number of measures in place to protect the integrity of your information, including use of highly secure, access-controlled data centers, routine 3rd party security audits, data encryption in transit and encryption of Journal Content at rest. For more information, please read this article.

In the event of a security breach, we will notify affected account holders within the amount of time required by law so that you can take steps to keep your data safe.

CHANGES TO OUR TERMS

Seesaw may modify our Terms from time to time. Seesaw will notify you of any changes to our terms that materially alter your rights or responsibilities by email and by posting a notice to our site. If you as a teacher, parent, or school administrator continue to use Seesaw after you receive such a notice, you agree to be bound by any changes to our Terms.

SOFTWARE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONNECTION WITH SEESAW ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEESAW, AND ITS SUPPLIERS AND PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SEESAW AND ITS SUPPLIERS AND PARTNERS DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SEESAW SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SEESAW SERVICE OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF HARMFUL COMPONENTS OR THAT THE SEESAW SERVICE WILL MEET YOUR REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR EQUIPMENT OR DEVICE, LOSS OF USE, OR LOSS OF DATA. NOTHING IN THIS SECTION IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

INDEMNITY

You agree to indemnify and hold harmless Seesaw from any and all claims, suits, actions, losses, costs, damages, and any other liabilities, including attorneys' fees, arising out of or related to: (a) your use or misuse of Seesaw; (b) any violation of the rights of any other person or entity by you, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right; or (c) your breach of any part of our Terms. Seesaw will give you written notice of any such matter; however, any failure or delay by Seesaw to do so does not negate your defense or indemnification obligations or waive Seesaw's rights to seek payment or defense or indemnification from you. Seesaw reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with Seesaw in our defense of these claims. You will not settle any claim that affects Seesaw or our affiliates without our prior written approval.

special, indirect, incidental, punitive, reliance, consequential, or exemplary damages, even if Seesaw has been advised of the possibility of damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, goodwill or other intangible losses relating to or resulting from: (a) your access to, use of, or inability to use Seesaw; (b) any conduct or content of any user or third party on our services; (c) unauthorized access, use, or alterations of your transmissions or content; (d) any information posted on Seesaw; or (e) Seesaw's decision to publish or remove any information on our service.

In no event shall Seesaw's total liability to you for all damages, losses, or causes of action arising out of or relating to our Terms exceed: (1) the amounts you paid to access Seesaw during the twelve (12) months immediately preceding the date of your claim, or (2) one thousand U.S. dollars, whichever is greater.

The limitations of liability set forth in this section will survive any termination or expiration of our Terms, and will apply even if any limited remedy specified in our Terms is found to have failed of its essential purpose.

LAW GOVERNING LEGAL DISPUTES

The laws of the State of California govern this agreement, as well as any dispute, claim, or controversy that may arise between you and Seesaw, without to conflicts of law provisions.

INFORMAL DISPUTE RESOLUTION

We want to address your concerns without needing a formal legal case. Before filing a claim against Seesaw, you agree to try to resolve the Dispute informally by contacting help@seesaw.me. We'll try to resolve the Dispute informally by

Seesaw

WE BOTH AGREE TO ARBITRATE

You and Seesaw agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

OPT-OUT OF AGREEMENT TO ARBITRATE

You can decline this agreement to arbitrate by contacting help@seesaw.me within 30 days of first accepting these Terms of Service and stating that you (include your first and last name) decline this arbitration agreement.

Arbitration Procedures: The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, San Francisco, California, or any other location we agree to.

Arbitration Fees: The AAA rules will govern payment of all arbitration fees. Seesaw will pay all arbitration fees for claims less than $75,000. Seesaw will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate: Either you or we may assert claims, if they qualify, in small claims court in San Francisco (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Seesaw products or Service, or infringement of intellectual property rights (for example, trademark, trade secret, copyright or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed under our agreement.

FEEDBACK

We welcome your feedback and suggestions about Seesaw. Please email us at help@seesaw.me at any time.

ENTIRE AGREEMENT

These Terms (and any other policies we refer to in this document) make up the entire agreement between you and Seesaw Learning, Inc., and supersede any prior agreement. If any part of these Terms are found to be unenforceable by a court or arbitrator, the remaining parts will remain in full force and effect. If Seesaw fails to enforce any part of these Terms, such a failure does not constitute a waiver.

CONTACT INFORMATION

Seesaw Learning, Inc.
180 Montgomery St, Suite 750
San Francisco, CA 94104
help@seesaw.me

Seesaw

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DocuSign Envelope ID: 3D683D1D-0671-4701-AE60-2A3019C23090

Company Address	180 Montgomery St. Suite 750 San Francisco, CA 94104 United States	Bill To Name	Carmel Unified School District
		Created Date	4/29/2021
		Expiration Date	5/13/2021
		Quote Number	00032871
Phone	(415) 870-4468		

Please send any billing questions to accounting@seesaw.me

Contract Summary

Contract Start Date	7/1/2021	Contract End Date	6/30/2022
# of Students	450.00		
Grand Total	USD 2,475.00		

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	450.00	USD 5.50	USD 2,475.00	7/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name:_____ Email: _____

Title:_____ Phone: _____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name:_____ Email: _____

Title:_____ Phone: _____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Manuel Carerra Email: mcarrera@carmelunified.org

Title: Data Support Specialist Phone: (831) 624-1546 ext. 2044

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Kim Enriquez Email: kenriquez@carmelunified.org

Title: Accounting Specialist Phone: (831) 624-1546 ext. 2054

School Address

Address: 4380 Carmel Valley Rd City: Carmel

State: California Zip / Post Code: 93923

DocuSign Envelope ID: 3D683D1D-0671-4701-AE60-2A3019C23090

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: https://web.seesaw.me/terms-of-service

Name: _____

Email: _____

Accepted By: _____

Title: Adinistrative Assistant to Chief Academic Officer

PO Number (if required): _____

Wooly (/)

Señor Wooly Terms and Conditions

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Operator

This website is operated by Señor Wooly. LLC. The website address for Señor Wooly. LLC is http://www.senorwooly.com. The mailing address is Señor Wooly, LLC, P.O. Box 903, Skokie, IL 60076.

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In the event that a Señor Wooly, LLC product is mistakenly listed at an incorrect price, Señor Wooly, LLC reserves the right to refuse or cancel any orders placed for

product listed at the incorrect price. Señor Wooly, LLC reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Señor Wooly, LLC shall issue a credit to your credit card account in the amount of the incorrect price.

Breaches of these terms and conditions

If you breach these terms and conditions in any way, Señor Wooly, LLC may take such action as Señor Wooly, LLC deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Restricted access

Access to certain areas of this website is restricted. Señor Wooly, LLC reserves the right to restrict access to areas of this website, or indeed this entire website, at Señor Wooly LLC's discretion.

If Señor Wooly, LLC provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Señor Wooly, LLC may disable your user ID and password at Señor Wooly LLC's sole discretion without notice or explanation.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Señor Wooly, LLC without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Notice

Señor Wooly, LLC may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Señor Wooly, LLC. Notices may be sent in the event of specials, sales, backorders, delays, etc. Though we pride ourselves on same day shipping, order processing may take up to 48 hours. Backordered items may take 7-10 days to ship out.

Acceptable Use

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Señor Wooly, LLC licensed employee, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the

rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

Indemnification

You agree to indemnify, defend, and hold harmless Señor Wooly. LLC, its directors, officers, employees, agents, contractors, licensors, licenses, and suppliers, and successors, and assigns of each (collectively the "Service Providers") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the website using your Internet account.

Choice of Law and Dispute Resolution

Your use of this website and all disputes between you and Señor Wooly, LLC directly or indirectly arising out of or relating to the website, representations or statements made by Señor Wooly, or Señor Wooly products (whether purchased via the website or otherwise) shall be governed in all respects by the laws of the state of Illinois,

United States of America, without regard to its choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods or other law. Any dispute arising out of or relating to the website, representations or statements made by Señor Wooly, or Señor Wooly products (whether purchased via the website or otherwise) shall be subject to binding arbitration to take place in Chicago, Illinois, pursuant to the rules of the American Arbitration Association. To the extent that the foregoing arbitration provision may be held void or unenforceable, the exclusive forum and venue for all such disputes shall be the state and federal courts for Cook County, Illinois. Any cause of action or claim you may have with respect to the website, representations or statements made by Señor Wooly, or Señor Wooly products must be commenced within one (1) year after the claim or cause of action arises. Señor Wooly's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Señor Wooly may assign its rights and duties under this Agreement to any party at any time without notice to you.

Cancellations & Returns

We want you to be perfectly satisfied with your purchase. If you are not satisfied for any reason, you must contact us by email to request a return within (7) days of receiving the item to receive authorization to return the item. Items returned without authorization will not be accepted and returned to sender.

Refunds for items that are defective or that were not described accurately will include both the incoming and outgoing shipping charges. However, buyers returning items because of buyer's remorse will be refunded the purchase price but neither the incoming or outgoing shipping charges. Returned items must be returned in similar packaging and via the same shipping method by which it was shipped to

the customer. Items returned are to be in the same condition as when they were sold and shipped or this guarantee is void.

A copy of the original sales invoice must accompany all returns with the return authorization number printed in plain sight. All returns should be shipped with sufficient postage and insurance for the buyer's protection. If items are not returned as per the above, the item will be returned to sender and no refund will be issued.

In order for any monetary or store credit to be given, the item being returned cannot show any signs of being used.

Want all the latest Señor Wooly updates?

Sign up for our newsletter:

Email address

Sign up



(https://www.facebook.com/senorwooly)

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Senor Wooly, LLC
PO Box 903
Skokie, IL 60076
(224)935-3088
senorwooly@senorwooly.com
www.SenorWooly.com

Estimate

ESTIMATE # 1778
DATE 04/30/2021

ADDRESS
Carmel Unified School District
Purchasing
PO Box 222700
Carmel, CA 93922-2700

SHIP TO
Delivered electronically

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

ACTIVITY	QTY	RATE	AMOUNT
Subscription:PRO Annual Licence One Year PRO Licence All Access/Manage Classes/Access to all music and videos/160 Student Accounts/Online Curriculum/ Downloadable Support Materials	2	150.00	300.00

SUBTOTAL	300.00
DISCOUNT 5%	-15.00
TOTAL	**$285.00**

Accepted By

Accepted Date

SY 2021-2022 Technical and Cost

Proposal

Tools of the Mind Curriculum
& Staff Professional Development

Prepared for:
Carmel Unified School District | Sharon Zarate
Carmel, CA
szarate@carmelunified.org

SY 2021-2022 Partnership Package
Description:
Tools of the Mind® is pleased to provide Carmel Unified School District in Carmel, CA, the following proposal based on our discussions about your program's needs for School Year 2021-2022. After reviewing this proposal, please let us know if you need any additional information or modifications by contacting Moira Rodgers, Director of Strategic Initiatives, mrodgers@toolsofthemind.org. We look forward to partnering with you to support strong outcomes for the children and teachers in your program.

ABOUT US

Tools of the Mind gives teachers the tools to ensure every child becomes a successful learner, developing the underlying cognitive, social and emotional skills needed to reach their highest potential.



Who We Are:

Tools of the Mind is a research-based early childhood program that embeds development of executive functions and self-regulation into the design of all teaching and learning activities. We leverage make-believe play and a classroom culture of co-regulation and peer scaffolding to build the foundational skills children need to be successful in school and life.

Tools of the Mind began in 1993 and is being implemented by early childhood programs and public school districts in 23 states and 3 countries.

Our mission and vision

Mission: To help *all* children learn and develop to their full potential by applying developmental, theory-based principles of learning to early childhood education.

Vision: To empower teachers with the understandings and tools they need to create positive classroom cultures, facilitate intentional playful learning, and support the development of self-regulated learners who achieve to their full potentials—closing the achievement gap for low income, minority and DLL students.

OUR APPROACH

Partnership to Improve Outcomes

We partner with your program or school to build internal capacity and sustainability. Building teachers' capacity to meet today's challenges in early childhood settings is our primary focus. By augmenting system-wide capacity through partnerships with administrators and coaches, schools and districts sustain improvements in the long term. We encourage administrators and coaches to attend our workshops, participate in our Technical Assistance support, and reach out to us with questions and reflections. Through effective and responsive partnerships, together we improve outcomes for all children.

TOOLS OF THE MIND

1

Year 1 Core

5 full-day workshops (30 Hours); live, virtual delivery
Virtual Technical Assistance
Focus on learning by doing: implementation of Tools approach, learning theory, deepening understanding of child development through Tools activities

2

Year 2 Core Certification Track

2 full-day workshops (12 hours); live, virtual delivery
Virtual Technical Assistance
Focus on becoming more skillful practitioners: Developing Tools' 5 Core Teaching Capabilities, using data to improve instruction and child outcomes

3

Endorsement & Program Capability Building

1 full day workshop (6 hours); live, virtual delivery
Virtual Technical Assistance
Focus on mastery: Preparing for endorsement, becoming reflective practitioners engaged in continuous cycle of improvement

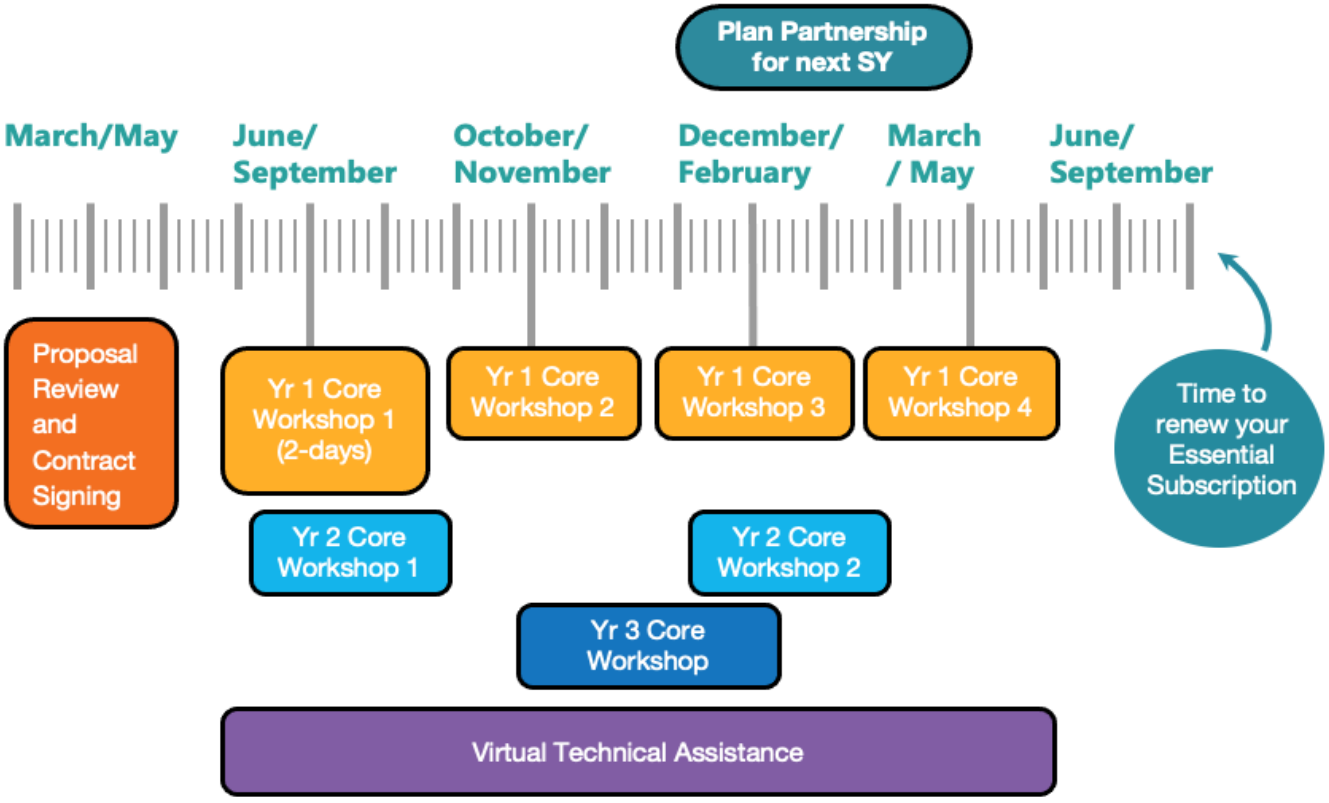
4

Certification Track

4 facilitated virtual PLC sessions
Virtual Technical Assistance
Focus on excellence: Working toward excellence in one of Tools' 5 Core Capabilities and discussing development across the year

PARTNERSHIP TIMELINE SY 21-22

Designed for Success:



*Programs opting to partner with us for data analysis need to sign a data share agreement to support this collaboration.

PARTNERSHIP PLAN SY 21-22

For Carmel Unified School District

To continue to strengthen implementation of Tools of the Mind program and outcomes for children, Carmel Unified School District will contract with Tools of the Mind in 2021-2022 to receive the following services:

This proposal is for one basic subscription for Kindergarten eTools and iScaffold for the SY 21-22.

*Details about what is included in each of our Partnership Packages is described in detail in the Appendix.

PARTNERSHIP PLAN | COST SUMMARY

School Year: 2021 to 2022

Carmel Unified School District

Cost summary prepared for	Proposal Date	Period of Service
Sharon Zarate	03/16/2021	07/01/2021 to 06/30/2022

Offering	
• 1 Basic K Classroom Subscription(s) @ $200 *Includes eTools with iScaffold only*	$200
Total	$200

*In SY 21-22, Tools of the Mind will continue to deliver our professional development through live, virtual workshops to ensure the safety of our team and partners as we work with programs across the country.

Tools of the Mind is committed to transparency

This summary of proposed services is covered by Tools of the Mind's Terms & Conditions. Purchase Orders and Contracts generated from this Proposal are also covered under these Terms & Conditions.

You can find our Terms & Conditions at https://toolsofthemind.org/terms
You can find our Privacy Policy at https://toolsofthemind.org/digital-products-privacy-policy/

Tools of the Mind®
Terms and Conditions

Last updated August 25, 2020

These Terms and Conditions supplement the Service Agreement for programs and services provided by Tools of the Mind® for its proprietary curriculum as described in the Service Agreement. By either signing the Service Agreement or returning a purchase order, the client ("Client") shown on the Service Agreement agrees to be bound by these Terms and Conditions ("Terms and Conditions"), which are incorporated by reference into, and form a part of, the Service Agreement, and other applicable documents referenced in the Service Agreement (collectively, the "Agreement"). The Agreement is between the Client and Tools of the Mind®. This Agreement applies to all services and programs provided by Tools to the Client. These Terms and Conditions can be downloaded, printed and saved by Client.

1. **Tools Obligations.** Tools shall provide certain services (the "Services" or "Professional Development Services") in accordance with each Service Agreement accepted by the Client. Each Service Agreement shall contain the following: (a) a brief summary of the Services to be rendered; (b) terms of payment; (c) a period of service for performance of the Services; (d) and such other terms as may be applicable to the Services described in such Service Agreement. Subject to the Service Agreement, Tools hereby grants to Client a non-transferable and non-exclusive license to use the Services solely within the scope specified in the Service Agreement and these Terms and Conditions.

2. **Client Obligations.** For each Service Agreement, unless otherwise stipulated in that Service Agreement, Client agrees to the following obligations:

    a. Provide sufficient classroom equipment to meet basic standards of a good early childhood classroom as defined by accepted practices (e.g., State DOE guidelines, NAEYC guidance, ECERS-3).

    b. Ensure that no Tools products or Tools activities, nor any part of the Tools curriculum, professional development program, or other Tools Property (defined below) being provided to Client under this Agreement are used in Client classrooms, or in other settings under Client's control, by teachers or other staff who have not been trained by Tools pursuant to applicable Service Agreement(s).

    c. Provide its applicable staff with release time to attend all applicable professional development workshops (in-person or virtual) that Tools provides hereunder.

        - Note (for Regional Conferences Only): Workshops, conferences and other plenary meetings of districts attending a Tools Professional Development Services event will be held in a location designated by Tools (e.g. typically a hotel or conference center in the region). Travel is required for staff to attend workshops. Client shall ensure district staff attending workshops understand both their professional responsibility to arrive on time and that travel will be involved. Tools shall have no responsibility for arranging or providing travel to or from workshops or other trainings or meetings.

    d. **Data Sharing.** Unless prohibited by applicable law, Client agrees to honor all reasonable requests to share available student achievement data in aggregate, de-identified form and other data that is relevant to demonstrating the impact of the Tools program. If applicable to Client's registered program, Client agrees to be bound by additional terms regarding data sharing located within the Data Share Agreement.

    e. **District Liaison.** Client assigns one district staff person to fill the role of Tools district liaison who shall be required to: support logistics coordination, work with the Tools Partnership Development Manager (PDM) or Specialist (PDS) assigned to the program/school, identify issues in implementation on an ongoing basis, shadow the Tools PDM or PDS during technical assistance visits, provide in-classroom Tools support to teachers during teacher planning meetings and implementing feedback from Technical Assistance visits, and address other questions as they arise.

    f. **No substitution.** The staff member(s) who are registered to attend professional development workshops or who attend workshops specified in the Service Agreement, either virtually or in-person, must be the same person who attends all subsequent workshops. Because of the cumulative nature of the

Professional Development Services provided by Tools, different district staff may not be substituted at subsequent workshops in the series, except in cases of termination or medical leave of such individual and subject to the prior written approval from Tools. Additionally, for all virtual training options, logins may not be shared but only used by the person to whom the login credentials were issued.

g. The attendance of supervisors is strongly recommended at all workshops (including but not limited to building principals, early childhood coordinators and coaches, etc.). The Client will use their best efforts to cause all staff (including designated supervisors) who consistently support teachers implementing Tools or work with students in Tools' classrooms to attend every training and workshop. In addition, staff who have been identified as coaches or supervisors in charge of implementation are required to shadow Tools trainers during onsite Technical Assistance visits.

h. Only registered staff member(s) may attend Tools' workshops and access Tools' resources. No substitutions are permitted without prior authorization from Tools. Missed workshops, that are not properly approved for substitution by Tools, are nonrefundable.

i. Client shall plan regular joint planning time for teachers to coordinate regular joint planning times (once per month, preferably every two weeks) for teachers participating in the Tools professional development. These planning times are ideally supported by the Coach, who is charged with supporting high fidelity implementation of the Tools program.

j. Cause administrators to ensure that classroom schedules include an uninterrupted block of time (of at least 60 minutes in PreK and 90 minutes in kindergarten) at some point during the day, preferably in the morning. Classroom teachers shall use this block of time to develop children's mature play skills in PreK and dramatization and literacy skills in kindergarten (as taught by Tools in Tools workshops and professional development materials, which are a critical component of the Tools approach to support the development of self-regulation as a foundation for learning.

k. **Parental Consent**: The Client hereby provides consent on behalf of each child whom the Client will provide access to any of the Tools' Digital Products and shall obtain any necessary parental consent, if the Client uses Tools' Digital Products in accordance with the Service Agreement. Tools provides the Client access to Tools' Digital Products on the basis of Client's consent on behalf of each such child and the Client's representations that they have obtained the necessary parental consent for each such child whom the Client will provide access to any of the Tools' Digital Products. (See Tools' Digital Products Privacy Policy for more details). Client shall inform Tools of any requests to withdraw parental consent received from any parent or legal guardian of a child to whom Client has provided access to any of the Tools' Digital Products.

3. Accuracy of Information.
Tools will rely on the accuracy of the information provided by Client. Any changes in the description of Services will require an adjustment in payment due.

4. **Payment Schedule.** Client shall pay Tools pursuant to the applicable Service Agreement. Additionally, timely payments must be made to ensure proper delivery of and participation in professional development workshops and technical assistance. Failure to pay timely may result in Tools failing to deliver training, declining entrance to teachers not properly registered or failing to deliver Technical Assistance.

5. **Refunds.** A full refund in the amount paid by Client may be granted if Client requests to cancel its registration in writing no fewer than 45 days prior to the first event in a series of events or the start of a Professional Development Services event (the "Event") for which it is registered. If Client requests to cancel its registration between 15 and 44 days prior to a registered Event, then Client may be refunded 50% of the total amount paid. No refunds will be paid for cancellations made 14 or fewer days before a registered Event. No refunds will be paid for not attending a registered Event. No refunds will be paid after the initial workshop in a series. If specific participants are registered for an Event, Client may replace a registered participant in the Event with another participant for no additional fee if and only if Client makes a request to Tools in writing and Tools approves said request. No refund will be paid if the Event is cancelled at no fault of Tools and the parties are unable to timely reschedule the workshop. Except as specifically provided for in this Section, no other refunds will be provided for any reason.

6. **Ownership of Tools Property.** Tools has developed and may develop program-related plans, products,

instructional materials, kits, manuals, classroom sets, individual sets, procedures, policies, methods of operation, educational strategies, management systems, technical data, and other materials and processes relating to the Tools of the Mind® model and its implementation, including, but not limited to, all information which in any way relates to the functions, descriptions, or operation of Tools products or technology, including, without limitation, data, designs, processes, specifications, drawings, schematics, software in both source and object code, and trade secrets, together with non-public information such as that relating to suppliers, manufacturing techniques, service information, know-how, product program schedules, project plans, financial projections, business correspondence, third-party contacts, and other similar non-public information transmitted by any means, which are proprietary to Tools and which may be used by Tools in connection with the performance of its services under this Agreement (collectively "Tools Property"). In addition, Tools Property shall include any and all improvements, modifications, materials and processes derived, in whole or in part, on, from, or with reference to or use of Tools Property, whether previously developed or developed under this Agreement, including all copyrightable materials, trademarks, trade secrets, patentable subject matter, and know-how. All Tools Property shall be and remain the property of Tools. To the extent any right, title or interest in or to such Tools Property, or any part thereof, may not, upon creation or otherwise, by operation of law vest in Tools, then the Client hereby irrevocably assigns to Tools all Tools Property and any and all related patents, copyrights, trademarks, trade names, and other industrial and intellectual property rights and applications therefor, in the United States and elsewhere and appoints any officer or director of the Client as the Client's duly authorized attorney to execute, file, prosecute and protect the same before any government agency, court or authority.

7. **Use of Tools Property.** Client acknowledges that Tools retains all rights in its proprietary curriculum and training materials and agrees that no unauthorized use shall be allowed without prior approval of Tools. Client shall use each subscription for one teacher and one classroom only. Additional compensation may be required for any unauthorized use. Use of Tools Property by individuals, classrooms or locations (and, with respect to classrooms and locations, their respective personnel) not provided for under this Agreement or a separate agreement entered into between Tools and Client is prohibited.

   Upon successful completion of professional development, Client's personnel who have satisfactorily completed such professional development shall be permitted to continue to use Tools Property (including the kits) in classrooms taught by, and only by, classroom staff having completed the full Core Professional Development Workshop Series with Tools.

8. **Confidentiality/Non-Exclusivity.** Tools and Client will be privy to each other's confidential and proprietary information. Neither will, without the prior written consent of the other, use the other's confidential and proprietary information for any purpose other than in carrying out their obligations set forth in this Agreement. Client acknowledges that Tools performs services for other clients. Nothing in this agreement precludes Tools from performing services for competitors of Client as long as Client's confidential information is not disclosed.

9. **Term.** This Agreement shall commence on the date first shown on the Service Agreement. In the event Tools reasonably determines that Client is failing to implement the Tools approach and curriculum or attend and participate fully to their best ability in Tools professional development at an acceptable level of quality, or otherwise is failing to fulfill Client's obligations as set forth in this Agreement, Tools may suspend or terminate this Agreement and/or Services being provided to Client until the quality or other problems have be addressed to Tools' satisfaction. In the event Tools suspends Services, Client's sole remedy will be to cure the breach of this Agreement or increase its compliance with the Tools curriculum such that Tools determines to recommence the Services. Tools shall have no liability for suspension or termination of this Agreement.

10. **Termination.** This Agreement may be terminated at any time by mutual written consent of the Parties. In the event of such mutual termination, Tools shall be entitled to receive just and equitable compensation for expenses incurred in performing obligations under Agreement up until the date of termination.

    Either party may terminate this Agreement if non-terminating party is notified of material breach, and such breach is not corrected within thirty (30) days of receipt of notice. Should such uncured breach by Client result in termination of this Agreement, Tools shall retain all payments made by Client as of the termination date, and be entitled to receive any additional just and equitable compensation for expenses incurred or

services provided up until the date of termination. In addition, the breaching party shall not be relieved of liability to the other party for damages sustained by virtue of any breach of the Agreement. if termination occurs after receiving materials but prior to the commencement of Year 1 Core Workshops, client shall be responsible to have their refund amount reduced by $175.00 per manual set received by Client.

For Regional Training Conference (RTC) engagements only, Client understands and agrees that the obligations of Tools under this Agreement, and the pricing for Tools' Professional Development Services set forth in this Agreement, is contingent on sufficient registrations in the RTC, including those classrooms for which Client will seek Tools' services hereunder; engaging Tools to provide the Professional Development Services pursuant to this Agreement, and should enrollment for the RTC not reach that number, or the RTC otherwise prove unsatisfactory to Tools in its sole judgment, Tools reserves the right to cancel the engagement and shall return any payments made by Client for amounts above and beyond Tools' expenses incurred related to this Agreement as of cancellation date.

11. **Independent Contractors.** The parties agree that Tools shall act as an independent contractor during the term of this Agreement. Under no circumstances shall either party be deemed the agent, joint venture, partner or employee of the other for any purpose. In addition, under no circumstances shall any employee of Tools be deemed the agent, joint venture, partner or employee of Client for any purpose. The fee for the Services provided by Tools excludes any and all present and future Federal, state, county, municipal or other jurisdiction's sales, use, excise or other taxes that may apply to Client's purchase of the Services. Client shall be responsible for all such taxes and shall pay to Tools any such taxes that Tools is obligated by law to collect from Client for the Services accepted and purchased by Client. Client shall reimburse Tools for any interest or penalties actually paid by Tools as a result of Client's exercise of its right to contest the imposition of any taxes.

12. **Indemnification.** To the extent permissible by applicable law, Client shall indemnify, defend and hold harmless Tools against all losses, claims, damages, liabilities, costs, and expenses in connection with Services rendered by Tools. This shall not apply in the case of illegal activity, willful misconduct, or gross negligence on the part of the Tools.

13. **Insurance.** The parties are independent entities who are separately insured for liability and other claims and each party will provide a current certificate of insurance, if requested, at any time during the term of this Agreement.

14. **No Warranties.** The Professional Development Services are provided on an "as is" and "as available" basis. Client obtains the Services at Client's own risk. To the maximum extent permitted by applicable law, the Professional Development Services (including all Tools property furnished hereunder) are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by Client from Tools or through the Professional Development Services (including in Tools' property) will create any warranty not expressly stated herein. Without limiting the foregoing, Tools and Tools' subsidiaries, affiliates, agents, directors, and employees, do not warrant that the Professional Development Services or their content (including any Tools property) will be accurate, reliable, correct; that the Professional Development Services (including any Tools property furnished to Client) will meet Client's requirements; that the Professional Development Services (including any Tools property) will be available at any particular time or location; that the Client's capabilities will match that which is required by Tools property (including but not limited to the latest iOS software and well-functioning Wi-Fi); that any defects or errors in the Professional Development Services or their content (including any Tools property) will be corrected; or that the Professional Development Services and Tools property, to the extent provided as software, are free of viruses or other harmful components.

15. **Limitation of Liability.** To the maximum extent permitted by applicable law, in no event shall Tools, its suppliers, or its licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of the Professional Development Services.

    To the maximum extent permitted by applicable law, Tools, its suppliers, and its licensors (and their

respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies in the Professional Development Services or any Tools property; (ii) personal injury or property damage, of any nature whatsoever, resulting from Client's access to or use of the Professional Development Services; (iii) any unauthorized access to or use of Tools' servers and/or any and all personal information stored therein; (iv) any interruption or cessation of the Professional Development Services; (v) to the extent applicable, any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Professional Development Services or Tools property by any third party; (vi) any errors or omissions in the Professional Development Services or Tools property; and/or (vii) the defamatory, offensive, or illegal conduct of any third party. In no event shall Tools, its agents, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable to Client for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the lesser of (a) the amount of fees actually paid to Tools by Client within the twelve (12) month period immediately preceding the event giving rise to the claim for liability, or (b) $25,000.

The limitation of liability set forth herein applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Tools has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

16. **Force Majeure.** Neither party shall be liable to the other for any delay or failure of performance that is caused by "force majeure," including acts of God, acts of governmental entities, epidemics, pandemic, or unusually severe weather. Similarly, if school is cancelled in the region after a Tools representative has already arrived in the district, Tools cannot guaranty a future trip at no additional cost to the school. We reserve the right in our discretion to provide the services remotely as determined by us based on prevailing circumstances.

17. **Services.** Tools reserves the right to provide the Services remotely (or otherwise by electronic means) as determined by Tools in its sole discretion based on prevailing circumstances, including, but not be limited to, the impact of COVID-19 or any other health pandemic or similar event and any related federal, state or local guidelines or recommendations applicable to Tools, the Client or any of their respective personnel.

18. **Entire Understanding.** These Terms and Conditions and the related Service Agreement, and all attachments referenced in the Service Agreement constitute the entire agreement of the parties, and any modifications must be in writing and signed by both parties.

19. **Conflicts with Other Agreements**. If there is an ambiguity amongst the terms between these Terms and Conditions and any other document, including a Service Agreement, these Terms and Conditions shall control.

20. **Dispute Resolution.** In the event of a dispute, the parties agree to use mediation to attempt to resolve it. If mediation is unsuccessful, the parties agree to binding arbitration to be conducted under the rules of the American Arbitration Association and to share the expense of such proceedings which will be conducted in the Commonwealth of Massachusetts, USA.

21. **Legal Authority.** The person signing the Service Agreement or causing Client to generate a purchase order warrants and guarantees that he/she has been fully authorized by such party to legally bind the Client to all terms, performances and provisions set forth herein. This Agreement shall be considered fully executed upon the occurrence of one or both of the following: 1) Client's signature on the Service Agreement, or 2) the transmission of a standard purchase order from Client to Tools for the Services and amount shown on the Service Agreement.

22. **Advertising.** Notwithstanding the Twitter teacher(s) of the month or any advertisement in place prior to the execution of this Agreement, neither party shall use the name or logo of the other party in any advertising, marketing, or promotional materials regarding the subject of these Terms and Conditions without the express written consent of the other party.

23. **Governing Law.** The laws of the Commonwealth of Massachusetts and rules and regulations issued

pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement without regard to principles of conflicts of law. The parties submit to the exclusive jurisdiction and venue of any court having subject matter jurisdiction located in the Commonwealth of Massachusetts, in the event of any litigation concerning this Agreement and regardless of where Services are provided.

24. **Assignment.** The rights and obligations of Client under these Terms and Conditions may not be assigned except with the prior written consent of Tools.

25. **Survival.** The obligations set forth in Sections 2, 4, 5, 6, 7, 8, 12, 14, 15, 17, 18, 20, 22, 23, 25, and 26, 27, and 28 of this Agreement shall survive any expiration or termination of this Agreement.

26. **Waiver.** No waiver of any term or condition of this Agreement shall be deemed to be a subsequent waiver of any other term or condition. No delay or failure of a party to exercise a right under this Agreement shall constitute a waiver or abandonment of that right. To be effective and binding on a party, a waiver must be in writing and signed by that party.

27. **Privacy Policy.** The Tools' Digital Products Privacy Policy is incorporated in its entirety into this Agreement. By executing this Agreement, you acknowledge that you have read, understand and accept our Privacy Policy.

28. **Prohibited Uses**. Client shall not (i) share credentials from one subscription across separate class rooms; (ii) register multiple teachers across separate classrooms under one classroom subscription; (iii) interfere or attempt to interfere with, or damage or attempt to damage, the Services or the proper working of the Services; (iv) misrepresent any identity, provide false information, impersonate another person or entity, misrepresent any affiliation with a person or entity, including, without limitation, Tools or another school district, create or use a false identity, or attempt to use another user's account; (v) attempt to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate any of the Services, or otherwise alter, defraud, or create false results from any of the Services; (vi) create any product or service that competes directly or indirectly with any of the Services; or (vii) assist any third party in engaging in any activity prohibited by these Terms and Conditions or the Service Agreement.

Looking for help using Turnitin?
Visit our 24-hr online Help Center

Master Registration Agreement

This **MASTER REGISTRATION AGREEMENT** ("Agreement") is by and between Turnitin, LLC, a California limited liability company ("Turnitin") and the Institution as identified in the applicable Order (or "Customer"). Turnitin's quotation to Institution is expressly conditioned on the terms and conditions of this Agreement. The Service (as defined below) is offered to Institution conditioned upon Institution's acceptance of the terms and conditions contained herein without modification. The terms and conditions of this Agreement shall govern any Orders (as defined below hereunder, unless modified and mutually agreed to in writing).

1. OVERVIEW. Turnitin has developed and operates a variety of unique services that assist with institutions' assessment with integrity, including some that allow educational institutions to check work for possible textual matches against Internet-available resources and Turnitin's own proprietary database. Institution desires to protect and promote academic integrity and wishes to subscribe to certain of the services as tools to help in detecting and preventing plagiarism.

2. SERVICES LICENSE GRANT. As used in this Agreement, the term "Services" refers to those Turnitin services purchased by Institution from time-to-time pursuant to an Order (defined below). During the Term, as defined in section 11(a) below, and subject to Institution's compliance with the terms and conditions of this Agreement, Turnitin hereby grants to Institution a non-transferable, non-assignable, non-sublicensable, revocable and non-exclusive license to permit its educators, administrators and other users employed by the Institution ("Instructors") and students currently enrolled in the Institution ("Students") to use the following Services solely for its own internal purposes and as contemplated under this Agreement. Nothing hereunder shall be considered as "goods" or "work product".

a. With respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin

Feedback Studio with Originality services and their components, this license shall extend to Instructors, but only for their use in classes offered through Institution.
b. With respect to the iThenticate service, this license shall extend to Instructors, but only for faculty research (i.e., grant proposals, general research, and supplemental course materials) produced in connection with Institution. Institution shall be responsible for ensuring their Instructors comply with the terms of this Agreement.
c. With respect to the Gradescope service, this license shall extend to the right to use, reproduce, distribute, publicly perform, and display the Gradescope service as set forth herein, and in the Order.
No other license is granted by implication, estoppel or otherwise. Institution shall be responsible for ensuring their Instructors and Students comply with the terms of this Agreement.

3. USE OF SERVICES - IN GENERAL. With respect to use of the Services, Turnitin shall not be responsible for internet and/or telecommunications connectivity needed to access the Services, and Institution shall, and shall ensure its Instructors and Students:
a. use the Services for Institution's internal purposes only;
b. not reverse engineer, decompile, disassemble, modify or create works derivative of the Services;
c. not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or directly or indirectly permit any third party to use or copy the Services. Institution will keep any passwords associated with the use of the Services in strict confidence, and will not share such passwords with any third party. Institution will be solely responsible for all use of the Services made with Institution's passwords, if any;
d. use the Services solely in accordance with Turnitin's then current documentation;
e. not remove any proprietary notices (e.g., copyright and trademark notices) from either the Services or any documentation, content, or reports provided by Turnitin;
f. ensure its use of the Services complies with applicable local, state, and federal laws; and
g. abide by the Turnitin Policies (Privacy Policy, Acceptable Use Policy, EULA, and the applicable Terms of Use) provided on the Turnitin website, incorporated herein by this reference, as may be revised by Turnitin from time-to-time. Any such revisions to the Policies will be posted on the Turnitin website. Turnitin will make commercially reasonable efforts to notify Institution in writing of any material revisions, and in the event that Institution does not agree to the revised policy, Institution may terminate this Agreement by giving thirty (30) days written notice, and Turnitin shall pay to Institution the pro-rated amount of any prepaid annual subscription fees, calculated from the date of such termination. Continued use of the Services shall constitute Institution's acceptance of revisions to the Policies. In the event of a conflict between this Agreement and the Turnitin Policies, the terms of this Agreement shall prevail.
h. not (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, nor (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or

performance of the Services, or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or its related systems or networks.

4. USE OF SERVICES - PER SERVICE

a. **Use of the Turnitin Feedback Studio services or its components (including Originality Check), or Turnitin Similarity or SimCheck or Originality.** With respect to use of the Turnitin Feedback Studio Service, Institution shall:

i. not make statements to Students that Institution is using the Service in a given class when such class is not registered (Note: even within a particular class using the Service, for purposes of fairness and equal application, Turnitin strongly recommends requiring Student submission of all papers rather than submission by Instructors only of papers singled out by Instructor);
ii. consider Turnitin's strong recommendation that the course syllabus of each course making use of the Service carry a notice substantially similar to the effect of the following: "Students agree that by taking this course all required papers may be subject to submission for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers will be included as source documents in the Turnitin.com reference database solely for the purpose of detecting plagiarism of such papers. Use of the Turnitin.com service is subject to the Usage Policy posted on the Turnitin.com site." If use of the Service is instituted after distribution of the syllabus, then Institution shall consider Turnitin's strong recommendation that equivalent written notice is provided by the Instructor to the Students; and,
iii. consider Turnitin's strong recommendation that students enrolling at Institution receive clear notice similar to paragraph 3(e) above in their student handbook or comparable communication at the time of enrollment.
b. **Use of the iThenticate service.** With respect to use of the iThenticate Service, the license granted in this Agreement is restricted as follows:
i. if the Institution becomes known as a service through which Students, researchers or other individuals can obtain papers or portions of papers for submission as their own original work (e.g., becomes or partners with a "paper or essay mill" -- a ghostwriting service that sells essays, papers, and other homework writing), the parties agree to meet and confer in good faith to address the issue. If the parties are unable to resolve the issue within thirty days, Turnitin may terminate this Agreement at its discretion without further obligation.
c. **Use of Gradescope service.** With respect to use of the Gradescope Service, Institution shall:
i. grant Turnitin the irrevocable, perpetual, worldwide, sublicensable, transferrable, right to use institutional data submitted through Gradescope solely on an aggregated and anonymized basis ("Aggregated Data") and in compliance with applicable law.

5. SUSPENSION OF ACCESS. Turnitin may, in its sole discretion, suspend Institution's or any of its Instructors' or Students' access to the Services in order to (i) prevent damage to, or degradation of, the Services; (ii) comply with any law, regulation, court order, or other governmental request; (iii) otherwise protect Turnitin from potential legal liability; or (iv) address

a breach of any policy or this Agreement. Turnitin shall use reasonable efforts to provide Institution with notice prior to or promptly following any suspension of the Services. Turnitin shall restore access to the Services as soon as the event giving rise to suspension has been resolved.

6. REPORTS AND SOURCE DATABASE. With respect to Services that include reports evaluating textual sources and the database of source documents ("Source Database"), Institution agrees:

a. to maintain any Turnitin notices (including legal notices relating to Turnitin's proprietary rights (e.g., copyright and trademark notices) and disclaimer) on the reports;

b. to exercise its independent professional judgment in, and to assume sole and exclusive responsibility for, determining the actual existence of plagiarism in a submitted paper under the acknowledgement and understanding that the reports are only tools for detecting textual similarities between compared works and do not determine conclusively the existence of plagiarism;

c. that any disclosure of a report to any third party is at the Institution's own risk; and,

d. that for papers stored in the Source Database, it instructs Turnitin to retain such papers for the purpose of using such papers as source material to detect unoriginal text in other papers in the future, including after the Term, unless Institution's Turnitin Administrator instructs Turnitin to delete such papers.

7. TURNITIN OBLIGATIONS. Turnitin agrees to:

a. use reasonable efforts to protect the security of accounts, passwords and the Source Database;

b. comply with the then current Policies posted on the Turnitin site, incorporated herein by reference;

c. with respect to the Turnitin Feedback Studio, Turnitin Similarity, SimCheck and Turnitin Feedback Studio with Originality services and their components, enable Instructors to create Instructor accounts and, enable Students to create Student accounts in the Service; and,

d. use reasonable efforts to make reports available online for a period of one hundred and eighty (180) days after the set archive date for a class, with subsequent access, as available, to be provided via request to www.turnitin.com/help.

8. OWNERSHIP.

a. **Student ownership:** As between the parties, Students retain all copyright and ownership rights in their submitted papers, subject to Turnitin use rights provided in this Agreement.

b. **Turnitin ownership:** Turnitin owns all rights in and to the Services including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and other statutory or common law intellectual property or other proprietary rights related to the Services. Turnitin also owns including reports and all materials created by the Services, including the format of reports, (excluding any Institution or student personal information as defined under

applicable laws), and all intellectual property rights related thereto. With the exception of the limited license granted in Section 2, nothing contained herein shall be construed as granting Institution, Instructors, or Students any right, title, or interest in Turnitin's intellectual property or proprietary information. All rights in such items are expressly reserved to Turnitin.

c. **FERPA.** Institution designates Turnitin a "school official" within the meaning of FERPA 34 CFR Section 99.31. Turnitin will remain under the direction of Institution with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined in FERPA 34 CFR Section 99.3, and Turnitin may use personally identifiable information and education records only as set forth under the Agreement and in compliance with applicable law.

9. ORDER; PRICING AND PAYMENT. Institution may order the Service under the terms and conditions of this Agreement via the following methods: 1) an Institution-issued Purchase Order, 2) a properly completed and fully executed Turnitin Service Pricing Agreement ("SPA"), 3) a properly completed and fully executed Turnitin Registration Agreement that includes substantially the same information as an SPA, or 4) as evidenced by Institution's payment of the applicable Service fee(s) via check or credit card (collectively, the "Order"). All Orders are deemed to include the terms and conditions of this Agreement, and all pre-printed clauses on Institution's Purchase Order are deemed deleted. All Orders are valid upon acceptance by Turnitin; Turnitin's acceptance and performance are expressly conditioned on the terms and conditions of this Agreement.Pricing shall be per the applicable Order, and shall also include the maximum usage of the Service permitted to Institution and Institution agrees not to exceed such usage without purchasing additional usage as per the Order. Unless prescribed otherwise within an accepted Order, all payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California state law.

10. SUPPORT. Turnitin shall provide reasonable email and phone support to Institution via Institution's sole appointed primary account administrator during Turnitin's normal support hours.

11. TERM AND TERMINATION.

a. **Term.** The term ("Term") of the Services under this Agreement shall be defined in the applicable Order. Thereafter, the Agreement may be renewed on the mutual agreement of the parties for additional renewal Terms. Prior to expiration of a pending Term, Institution's Administrator will be presented with reminders when logging onto the Services regarding the need for renewal. The pricing for such renewal, and any new terms and conditions applicable to the renewal Term will be subject to the mutual agreement of the parties.

b. **Termination for Breach.** In the event of a material breach of this Agreement, the non-breaching party may provide the other party written notice of such breach and such other party shall have a period of thirty (30) days in which to cure the breach, except in the case of a

payment breach, in which case the cure period shall be five (5) business days. In the event the breaching party fails to cure the breach within the cure period, in addition to whatever other remedies may be available at law or equity, the non-breaching party shall have the right to terminate this Agreement upon providing the other party written notice of termination.

c. **Effects of Termination; No Refunds.** Except as provided under Section 3 (g); Section 12 Availability; or Section 18 Accessibility, in no termination event shall Institution be owed a refund of prepaid Fees.

d. **Survival.** Sections 5(a)(i), 5(d)(iv), 6, 7(d) and (e), 8, 11-13, 14(b)-(e), 15, and 16 shall survive any expiration or termination of this Agreement, regardless of the reason for such termination, and shall continue in full force and effect thereafter.

12. AVAILABILITY. Turnitin shall use commercially reasonable efforts to make the Services available for access over the Internet at least 99% of the time during each month of the Term, except for scheduled maintenance and repairs, failures related to Institution's systems and Internet access, and any interruption in the Services due to causes beyond the control of Turnitin or that are not reasonably foreseeable by Turnitin, including, without limitation: loss or theft of data; interruption or failure of telecommunication or digital transmission links; Internet slow-downs or failure; failures or default of third party software, vendors, or products; and communications, network/internet connection, or utility interruption or failure. In the event Turnitin fails to achieve the foregoing availability requirement, Turnitin shall use commercially reasonable efforts to correct such loss or interruption as quickly as practicable. In the event Turnitin fails to achieve the foregoing availability requirement for three (3) consecutive months during the Term, then Institution may terminate this Agreement with thirty (30) days' written notice to Turnitin, and Institution shall be owed a refund of prepaid fees, prorated to the date of such termination.

13. CONFIDENTIALITY. To the extent Institution submits confidential information to the Service(s) ("Institution Confidential Information"), Turnitin may not use the Institution Confidential Information other than as permitted by license grant to perform the Services. Further, Turnitin agrees not to disclose the Institution Confidential Information to any other party except as necessary to provide the Services.

14. WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY AND LIABILITY CAP.

a. **Warranty.** Turnitin warrants that to the best of its knowledge, the Service (excluding any Institution, Instructor, Student, or other third-party content) does not infringe the intellectual property rights of any third party. During the Term, Turnitin warrants that it shall use reasonable efforts to provide the Service and support as set forth herein and as described on Turnitin's site and published documentation. Notwithstanding the foregoing, Institution acknowledges that the Services are limited in scope by a finite database of material with which to compare a submitted work, a search process that might not have indexed the material that was used to

create the submitted work, and non-access to certain proprietary databases of written work. Institution also acknowledges that reports indicate the possibility of textual matches only and that the actual determination of plagiarism is a matter subject to the professional judgment of Institution acting alone.

b. **Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 14 (a) ABOVE, THE SERVICES (INCLUDING THE REPORTS) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TURNITIN SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, NON-INFRINGEMENT AND TITLE. NO WARRANTY IS MADE THAT THE SERVICE WILL BE TIMELY, SECURE OR ERROR-FREE. IN JURISDICTIONS NOT ALLOWING THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES, TURNITIN'S WARRANTY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY CALIFORNIA LAW.

THE SERVICES ARE ACCESSED AND USED OVER THE INTERNET. INSTITUTION ACKNOWLEDGES AND AGREES THAT TURNITIN DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (e.g., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE INSTITUTION'S DATA, COMPUTERS, OR NETWORKS. TURNITIN SHALL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES.

c. **Limitation of Liability.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, INSTITUTION AGREES THAT IN NO EVENT WILL TURNITIN OR ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS, BE LIABLE FOR: (I) ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE INFORMATION PROVIDED THROUGH THE SERVICES; (II) FOR ANY LIABILITY ARISING FROM INSTITUTION'S DISCLOSURE OF A REPORT TO ANY THIRD PARTY, OR (III) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUES OR LOSS OF PROFITS, EVEN IF TURNITIN HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

d. **Liability Cap.** EXCEPT FOR TURNITIN'S WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, OR IN CASE OF BREACH OF SECTION 13, OR TURNITIN'S OBLIGATION TO INDEMNIFY INSTITUTION UNDER SECTION 15(b) HEREUNDER, AND TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, TURNITIN AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS OR LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO TURNITIN BY INSTITUTION UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR $25,000. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; IN THOSE JURISDICTIONS TURNITIN'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. THE LIMITATION OF LIABILITY AND LIABILITY CAP SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL THEIR ESSENTIAL PURPOSE.

e. **Third-Party Products.** In connection with the Service, Turnitin may make available to User or Institution or may separately license certain third-party products (collectively, the "Third-Party Products"). Except as otherwise provided in the third-party licensor's license agreement, if any, accompanying the Third-Party Products, Institution shall have a limited, non-transferable (except to a successor entity), non-exclusive license to use the Third-Party Products solely in connection with the Services. EXCEPT AS OTHERWISE PROVIDED IN THE THIRD-PARTY LICENSOR'S LICENSE AGREEMENT, IF ANY, ACCOMPANYING THE THIRD-PARTY PRODUCTS, THE THIRD-PARTY PRODUCTS ARE PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND AND TURNITIN AND THE THIRD-PARTY LICENSOR DISCLAIM ALL WARRANTIES WITH RESPECT TO THE THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL TURNITIN OR ANY THIRD-PARTY LICENSOR BE LIABLE TO INSTITUTION, THE INSTRUCTORS, STUDENTS, OR ANY THIRD-PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD-PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

15. INDEMNIFICATION.

a. **Indemnification by Institution.** TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, Institution shall indemnify, defend and hold harmless Turnitin, and its affiliates, officers, directors, employees, agents, and licensors ("Indemnified Parties") from any and all losses, judgments, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) ("Losses") incurred by Turnitin's Indemnified Parties as a result of any claim, lawsuit, demand, cause of action, or proceeding brought by a third party relating to or arising from: (a) Institution's, an Instructor or Student's breach of its restrictions or obligations under this Agreement; or, (b) Institution's decision not to follow Turnitin's strong recommendations set forth in Section 5(a)(ii) and (iii), and 5(d)(v) and (vi). To qualify for the foregoing indemnity obligation, the Turnitin Indemnified Parties must: (i) give Institution prompt written notice of any claim; and (ii) allow Institution to control, and fully cooperate with Institution in, the defense and all related negotiations.

b. **Indemnification by Turnitin.** TO THE EXTENT ALLOWED BY CALIFORNIA STATE LAW, Turnitin shall indemnify, defend, and hold harmless Institution and its Indemnified Parties from Losses incurred by Institution's Indemnified Parties as a result of any claim lawsuit, demand, cause of action, or proceeding brought by a third party that (i) Institution's licensed use of the Service, as permitted hereunder, infringes the U.S. patent or copyrights of that third party, or; (ii) Turnitin has violated any state or federal privacy law relating to information provided by

Institution hereunder. To qualify for such defense and payment, Institution must: (i) give Turnitin prompt written notice of a claim; and (ii) allow Turnitin to control, and fully cooperate with Turnitin in, the defense and all related negotiations. Turnitin shall have no obligation to indemnify Institution under this Section to the extent the infringement claim arises from (i) any content or other intellectual property provided by Institution or any other third party, including third party content contained in the Source Database; (ii) Institution's failure to use the Services in accordance with this Agreement; or (iii) any matter for which Institution is obligated to indemnify Turnitin hereunder.

16. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by the laws of the United States of America and, unless as otherwise set forth in the Order, the State of California ("Applicable State") excluding its conflict of laws rules. Unless as otherwise set forth in the Order, the parties hereby consent to the exclusive personal jurisdiction of and venue in the federal or state courts located in the jurisdiction in which the defendant in any such action resides. To the extent Institution is a political subdivision of the Applicable State set forth above, Institution acknowledges that it is entering this Agreement, including the provisions thereof, only to the extent authorized by that Applicable State law, including the opinions of the Applicable State's Attorney General. Any provision of this Agreement that is not authorized by or is inconsistent with Applicable State law, including the opinions of the state's Attorney General, is invalid.

17. INSURANCE. Turnitin represents that its current Commercial General Liability and Cyber Liability insurance limits are as presented in any Certificates of Insurance (evidence of coverage only) ("Turnitin COIs") provided, and that the limits therein shall not materially decrease during the Term. During the Term and on written request from Institution, Turnitin will provide Institution with the then-current Turnitin COIs.

18. ACCESSIBILITY. Services provided to Institution are in substantial conformance with Web Contact Accessibility Guidelines 2.0, Level AA. Areas of non-conformance, and Voluntary Product Accessibility Templates, are available on the Turnitin website. In the event of a complaint over the accessibility of its Services by a Student user of the Services, Turnitin shall use commercially reasonable efforts to resolve such complaint at no additional cost to Institution. If Turnitin is unable to provide such resolution, Institution's sole remedy and Turnitin's sole liability shall be for Institution to terminate this Agreement by thirty (30) days' written notice to Turnitin, in which case Turnitin Institution shall be owed a refund of prepaid Fees, prorated to the date of such termination.

19. OTHER PROVISIONS. This Agreement together with the Order and Policies constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior or contemporaneous written or oral agreements. Except as provided herein, all amendments or modifications to this Agreement must be agreed by an authorized signatory of each party. A party's failure to insist upon or

enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. If any provision of this Agreement is held to be invalid or unenforceable, such determination shall not affect the balance of the Agreement, which shall remain in full force and effect and the offending provision shall be modified to the minimum extent required to render the provision enforceable. Institution may not assign or transfer this Agreement. Turnitin may assign this Agreement in the event of acquisition, merger, corporate reorganization or similar change of control event. Turnitin may use and reference Institution's name as a subscriber to the Services in connection with truthful advertising or promotion of the Service. There are no third-party beneficiaries of this Agreement.



Expiration date 7/31/2020

Prepared By Robin Gepte
Phone (866) 816-5046 x1220
Email rgepte@turnitin.com

Company Address Turnitin, LLC
2101 Webster St., Suite 1800
Oakland, CA 94612
US

Quote Details

Quote Number Quote-Q-330046-1
Institution Carmel High School

Contact Name Ronda Valenzuela
Phone (831) 624-1546
Email rvalenzuela@carmelunified.org

Bill To Name Carmel High School
Bill To PO Box 222700
Carmel, CA 93922
US

Quotation

Product	Product Description	Quantity	Annual Price	Start Date	End Date	Total
Turnitin FBS with Integration	Turnitin FBS: Originality Checking, Feedback, and Integration	1,725	4.50	8/1/2020	7/31/2021	USD 7,762.50
Turnitin Campus Fee	Turnitin FBS Campus Fee	2	750.00	8/1/2020	7/31/2021	USD 1,500.00

Sales Tax	USD 0.00
TOTAL	USD 9,262.50

Please Note:
Products sold to certain states are subject to tax. Fee does not include applicable tax. Invoice will reflect applicable tax (state and local). The sales tax ultimately charged will be calculated when you are invoiced and will reflect applicable state and local taxes. No sales tax is charged when providing a valid exemption certificate. Please email certificate to ar@turnitin.com.

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You may also contact us with your credit card information at (866) 816-5046 x239 or x240

By Accepting this quote, you agree to our general terms and conditions that are located at this URL: http://go.turnitin.com/reg .

Training:
On-site or online trainings must be completed within twelve (12) months of the start of Turnitin/iThenticate service, or the expiration of the Term in which Training was licensed whichever is earlier ("Training Term Expiry"). Link to Training Terms and Conditions.

(425) 880-2500 1 (866) 271-9646 **Toll Free** 1 (877) 775-1129 support@typingagent.com

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Typingagent

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PO BOX 1248
Snohomish, WA 98291

Tel: 888 740-7119
Fax: 800 878 8119

OFFICIAL QUOTE

General Information

Prepared By	Marie Imbault	Quote Number	00013759
Email	marie@mariebou.com	Quote Expiration Date	7/31/2021
Notes:	Unlimited access for 800 students until July 31, 2022	Renewal date	7/31/2022

Contact Information

Contact Name	Michelle Mahaney	Phone	(831) 624-1546
Email	mmahaney@carmelunified.org		

Address Information

Bill To Name	Carmel USD (CA)
Bill To	4380 Carmel Valley Road Carmel, CA 93923 USA

Quote Line Items

Product	Sales Price	Quantity	Total Price
TA21 800TA1999	$2.40	800.00	$1,920.00

Totals

Grand Total	$1,920.00

Notes:

*All data hosting, updates, pedagogical and technological support are included in your subscription.
* Should you not be using a formal purchase order, please indicate your acceptance by signing off on this quote. You may then scan it and send it to my email address or forward it to me by fax at 1-800-878-8119.
* Should you wish to pay by credit card please send your PO or approve this quote as above. Accounting will then send you an invoice with a secure link to pay by credit card.
* Access our W9 at https://typingagent.com/w9-form

Thank you for your order! If you have any questions, concerns, or would like to learn about our other Engaging Webapps, please give me a call or email me. It's always a pleasure hearing from you! https://mariebouk12.com

Terms of Use

(/) For WeVideo Enterprise Agreement, please click here (/enterprise-terms-of-use)

Last Modified: April 8, 2021

WeVideo, Inc. ("WeVideo," "we" or "our") offers different types of accounts, ranging from free ("Free Account") to paid accounts. Within the paid accounts ("Paid Accounts"), WeVideo offers individual accounts ("Individual Accounts"), multi-user accounts for small teams ("Team Accounts"), and multi-user accounts for organizations and companies ("Enterprise Account") (collectively, our "Services").

These general Terms of Use ("Terms") govern your access to, and use of, the Services. You should carefully read these Terms and the applicable agreement before using the Services because by using and/or visiting the Services, you agree to be bound by these Terms and the applicable agreement. If you are using the Services on behalf of an organization, you are agreeing to these Terms and the applicable agreement on behalf of that organization and promising that you have the authority to bind that organization to these terms. In that case, "you" and "your" will refer to that organization.

If you do not agree with these Terms, immediately stop using our Services.

We reserve the right to change, update or cease to offer our Services or any part thereof, or to update these Terms at our discretion. If we do, we will use commercially post notice of the changes at our website.

ACCOUNT SPECIFIC TERMS

Free Accounts

Your Free Account allows you to store up to 1 GB and export up to 5 minutes of 720p video per month, free of charge. However, there are a few restrictions on this. First, we may limit, change, or modify the functionality that we provide to Free Accounts at anytime. Second, we reserve the right to embed a watermark or to add a bumper (including a third-party bumper) in any videos published from your Free Account. You agree not to remove watermarks/bumpers from such videos unless you upgrade to one of our "Paid Accounts". By embedding a

watermark or adding a bumper in such videos, we are not endorsing, and we assume no liability for, the content of such videos or their use. Finally, you agree that we may terminate your Free Account at any time, without notice and, if your Free Account is inactive for ninety (90) days, we may also delete any or all of your media files and published videos without providing additional notice.

Free accounts are not intended for use by an organization - School, Business or other. WeVideo defines organizational use as multiple users from the same email domain. When a single organization has multiple free accounts and high volumes of use, WeVideo considers the amount of use in aggregate and in total across all users in the organization and applies additional limitations beyond our published limitations for the personal free accounts. These include, but are not restricted to, limiting the number of users signing up from a single organization, concurrent logins, and the ability to edit and publish videos.

Paid Accounts

WeVideo offers you the option to upgrade your Free Account to a Paid Account for a fee. WeVideo offers several Paid Accounts. Flex is a one time payment product with one year term. Individual and Team Accounts are subscription-based plans that are renewable on a monthly or annual basis. WeVideo accept payment by credit cards or digital wallets. For annual and monthly subscriptions, we will automatically charge your credit card or digital wallet commencing on the date you elect to purchase or upgrade to a Paid Account; and thereafter you will be automatically charged at the beginning of your next billing cycle based on your annual or monthly term and until you cancel your subscription. Click on the link on your “Account” page to see the commencement date for your next renewal period. In the event your WeVideo Paid account began on a day not contained in a given month or year, WeVideo will bill you on the last day of such month or year. For example, if your WeVideo Paid account began on January 31st, February 28th is the next time your credit card or digital wallet would be billed. You acknowledge that the amount billed each year may vary for reasons that include differing amounts due to promotional offers, differing amounts due to changes in your account, or changes in the amount of applicable sales tax, and you authorize us to charge your credit card for such varying amounts.

If you wish to cancel your Paid Account at anytime, you may do so via your “Account” page. Once you choose to downgrade or cancel your Paid Account, it will remain active for the remainder of your current subscription period but will not be renewed once that subscription term expires. You will not receive a refund for pre-paid portions of your subscription term. For example, if you have selected an annual subscription, your Paid Account will remain active for the remainder of that annual term and then be downgraded to a Free Account at the end of the Term.

If any fee is not paid in a timely manner, or WeVideo is unable to process your transaction using the credit card information provided, WeVideo reserves the right to suspend your Paid Account. If you do not bring your balance current within fifteen (15) days after WeVideo provides you with notification that your Paid Account is in arrears, we will downgrade your WeVideo Paid account to a Free Account and, if your storage space exceeds 1 GB, WeVideo reserves the right to delete some or all of your media files as necessary to reduce your storage space to below 1 GB.

WeVideo may change the fees and charges in effect, or add new fees and charges from time to time, for the next billing cycle, but we will give you advance notice of these changes by email. If you want to use a different credit card or if there is a change in your credit card validity or expiration date, you may edit your information by accessing your “Account” page. If your credit card reaches its expiration date, your continued use of the Services constitutes your authorization for us to continue billing that credit card and you remain responsible for any uncollected amounts. It is your responsibility to keep your contact information and payment information current and updated.

WeVideo Paid accounts are prepaid and are non-refundable, except as required by law. WEVIDEO DOES NOT PROVIDE REFUNDS OR CREDITS.

Enterprise Accounts

WeVideo also offers Enterprise Accounts for organizations looking to have one account that multiple users can access and use. In addition to the terms and conditions of the “General” sections below, Enterprise Accounts are also subject to the terms and conditions of the WeVideo Enterprise Agreement. (/enterprise-terms-of-use)

PRIVACY POLICY

(/)

Data privacy is important to WeVideo. We believe you should always know how information about you is collected, used, and disclosed by WeVideo when you use our services, or otherwise interact with us. WeVideo provides a Privacy Policy explaining how we collect and process your personal data and protect your privacy when you use our Services. By using our Services, you agree that WeVideo can use such data in accordance with our privacy policies.

GENERAL TERMS

User Content

By using our Services, you provide us with information, media files, video projects and final WeVideo videos ("WeVideo Videos") that you submit to and create at WeVideo (collectively your "User Content").

You retain full ownership to your User Content. We don't claim any ownership to any of it. These Terms do not grant us any rights to your User Content or intellectual property except for the limited rights that are needed to provide the Services, as explained below.

In order to provide the Service, we need your permission to host, share, distribute, display, and perform your User Content. This is called a license. By uploading User Content to the Services, you grant WeVideo this license solely as is necessary to provide the Services, including sharing your User Content with third party service providers, for example Amazon, which provides our storage space.

If you are using the Services on behalf of an organization (for example a school), WeVideo may include the organization's name in a list of organizations using WeVideo on the WeVideo website.

You are solely responsible for your conduct, the content of your media files and video projects, and your communications with others while using the Services. We reserve the right, but have no obligation, to review your User Content at any time to ensure it does not contain any Prohibited Content. For the purpose of these Terms, "Prohibited Content" includes any content that: (a) is obscene, patently offensive, or promotes racism, bigotry, hatred or physical

harm of any kind against any group or individual; (b) harasses or advocates harassment of another person; (c) involves the transmission of “phishing” emails, “junk mail”, “chain letters”, or unsolicited mass mailing or “spamming”; (d) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; (e) promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files; (f) provides material that is sexual or violent in nature; or (g) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses. We are not responsible for the accuracy, completeness, appropriateness, or legality of media files, WeVideo Videos, user posts, or any other information you may be able to access using the Services.

Your Responsibilities

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third-party. You are responsible for any activity using your account, whether or not you authorized that activity. If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. You should immediately notify WeVideo of any unauthorized use of your account.

You are required to provide an email address in order to use the Services. You may be required to verify your email address and accept to receive emails from WeVideo to use certain features of the Services.

Media files and other content in the Services may be protected by intellectual property rights of others. You are expressly prohibited from copying, uploading, downloading, or sharing files unless you have the right to do so. You, not WeVideo, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.

You, and not WeVideo, are responsible for maintaining and protecting all of your User Content. WeVideo will not be liable for any loss or corruption of your User Content, or for any costs or expenses associated with backing up or restoring any of your User Content.

By agreeing to these Terms, you are representing to us that you are over 13 or that you have parental consent as described in our Privacy policy online, which is hereby incorporated in these Terms of Use by reference. PARENTS please read our Privacy Policy to understand how you can control and limit the information your child shares.

Software

Services may include downloadable software, which may update automatically on your device to newer versions. We grant you a worldwide, non-exclusive and non-transferable right to use the Services for any purpose that does not knowingly infringes on existing intellectual property rights. Your license to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so.

Intellectual Property and Feedback

These Terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in forums without any obligation to you.

The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. These Terms do not grant you any rights to use the WeVideo trademarks, logos, domain names, or other brand features.

All trademarks and/or service marks displayed on the Services are the exclusive property of their respective owners, and may not be used without the owner's permission.

Acceptable Use Policy

You agree not to misuse the Services. For example, you must not attempt to use the Services to do the following things:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas of the Services, shared areas of the Services you have not been invited to, WeVideo (or our service providers') computer systems;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- plant malware or otherwise use the Services to distribute malware;
- access or search the Services by any means other than our publicly supported interfaces (for example, "scraping");
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- publish any Prohibited Content;
- impersonate or misrepresent your affiliation with any person or entity; or
- violate the law in any way, or to violate the privacy of others, or to defame others.

Copyright

Notice of Copyright or Intellectual Property Infringement

WeVideo respects others' intellectual property and asks that you do too. In accordance with the Digital Millennium Copyright Act ("DMCA") of 1998, WeVideo will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported

to our designated agent listed below in writing, by mail.

(/) To be effective the notification should include:

- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

- identification of the claimed infringing material and information reasonably sufficient to permit WeVideo to locate the material on the Services;

- information reasonably sufficient to permit WeVideo to contact you, such as an address, telephone number, and, if available, an e-mail address;

- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

- your physical or electronic signature.

We reserve the right to remove any User Content alleged to be infringing and to terminate repeat infringers.

You acknowledge and agree that upon receipt of any notice of claimed infringement, WeVideo may immediately remove the identified materials from the Services and may disclose the notice to the party that originally posted the materials, without liability.

Counter-Notice by Accused User

If we have taken down your materials due to suspicion of copyright infringement, you may dispute the alleged infringement by sending a written communication by mail to our designated agent below. That written communication should include the following:

- a physical or electronic signature of the user;

• identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;

• a statement under penalty of perjury that the user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

• the user's name, address, and telephone number, and a statement that the user consents to the jurisdiction of Federal District Court for the judicial district in which such address is located, or if the user's address is outside of the United States, the Federal District Court for the Northern District of California, and that the user will accept service of process from the person who provided notification of copyright infringement or an agent of such person.

Please send all notices under the above copyright infringement policies by mail to the following individual, designated as WeVideo's agent for receipt of notifications of claimed infringement:

WeVideo, Inc.
1975 W El Camino Real #202
Mountain View CA 94040

or email: legal@wevideo.com.

Repeat Infringers

Your account will be terminated if, at WeVideo's sole discretion, you are determined to be a repeat infringer. Repeat infringers are users who have been the subject of more than one valid takedown request that has not been successfully rebutted.

Other Content

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Carmel USD (CA)

March 18, 2021
RSM: greg@wevideo.com

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- ❏ Yes, a purchase order is required
- ❏ No, this signed quote is sufficient to invoice us

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Print Title _____

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A. TECHNOLOGY DEPARTMENT VENDOR TERMS AND CONDITIONS FOR SCHOOL YEAR 2021-2022

The following Terms and Conditions are presented for approval:

Vendor	Description	Cost (Not to exceed)
Aeries	SIS/Analytics/Online Enrollment/ Communications	$38,000.00 (BOE approved 5/20/20)
Amplified IT	Google Workspace Student and Staff	$15,000.00
Blackboard	Website	$15,000.00
Classlink	App Management System	$10,000.00
EyeP Solutions	CAMPUS Agreement	$72,000.00
GoGuardian	Google & M365 App Backup and Storage	$15,000.00
Incident IQ	Inventory Management	$6,500.00
iPearl	Chromebook Covers	$15,000.00
Language Line	Phone Translation Services	$3,000.00
Softchoice	M365 Licences	$45,000.00
SysCloud	Backup Security & Compliance for GSuite & M365 Apps	$25,000.00
Virtru	Email Security	$6,500.00

CARMEL UNIFIED SCHOOL DISTRICT

REQUEST FOR ACCEPTANCE OF DONATION

Send form to CUSD Business Office

Date of Request:	06/10/2021
REQUEST TO ACCEPT DONATION FROM:	
Donor Name:	Michael Deckelmann and Juanita Deckelmann
Address:	Langley Canyon Rd.
City, State, Zip	Salinas, CA 93907
Phone Number:	831-241-0154
DESCRIPTION OF DONATION	
A. *Cash in the amount of*:	**$** na
To be deposited into account:	**Name:** na **Number:** na
For purchase of:	na
B. *Property Description*:	1998 Ford pickup (blue)
To be used for the following purposes:	Auto shop educational purposes
Estimated Value:	**$** 0
Other Information:	not currently running

Signature of Accepting Site Administrator: Jonathan Lyons
Carmel High

Signature of Business Office Administrator: Yvonne Perez

Board Agenda Approval Date: _____

Thank You Letter Date: _____

Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Carmel Unified School District	Blaise DiGirolamo Chief Academic Officer	bdigirolamo@carmelunified.org 831-624-1546 ext. 2031

Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Performance Standards

The performance standards for the local performance indicators are:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0%
Total Teacher Misassignments	0	0%
Vacant Teacher Positions	0	0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	81

Implementation of State Academic Standards (LCFF Priority 2)

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

   Rating Scale (lowest to highest) -
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
Academic Standards	**1**	**2**	**3**	**4**	**5**
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5

ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

Recently Adopted Academic Standards and/or Curriculum Frameworks

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education					5
Health Education Content Standards					5
Physical Education Model Content Standards					5
Visual and Performing Arts					5
World Language					5

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered					5

Optional Narrative (Limited to 1,500 characters)

6. **Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

CUSD is coming off the first year of implementation of our new NGSS aligned instructional materials for Science at the K-5 levels. The district Math Instructional Leadership team worked throughout the 2020-21 school year to critically examine instructional materials for mathematics at all levels. In the fall of 2021 the district will field test programs for elementary Mathematics grades K-5 and high school Integrated Math levels 1-3. The hope is to adopt new programs in the spring with implementation beginning in the fall of 2022.

Parent and Family Engagement (LCFF Priority 3)

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):

   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

4. Write a brief response to the prompts following each of the three sections.

5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				4	
2. Rate the LEA's progress in creating welcoming environments for all families in the community.				4	
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.				4	
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.				4	

Dashboard Narrative Box (Limited to 3,000 characters)
Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Carmel Unified School District prides itself on developing partnerships with our families in order to foster positive student outcomes. In support of students, CUSD strives to be accessible and collaborative with our families. CUSD has worked to develop extensive opportunities for teachers, families, and students to meet and work together in order to support students and improve outcomes. Parent, student, teacher conferences are provided multiple times during the year, including drop-in evening conferences at some sites. When needed, the district provides interpreters for these meetings. As student needs increase, so do the opportunities for meeting those needs through face-to-face interactions. Student Study Team meetings, Individual Education Plan meetings, and Section 504 meetings are held as needed and on a regular basis. Families have open access at the sites to meet with staff in a less formal context as well. CUSD holds events like Back-to-School Nights and Open Houses. These larger scale events are another way to connect families with their children's teachers. These interactions often lead to dialogue or more formal discussions to support the needs of individual students. CUSD has a variety of practices and tools in place to help provide families with information and resources to help support student learning at home. Every Friday our Principals send out their Friday letters to all families. These communications keep our families informed about all the goings on at the sites both in and out of the classroom. In support of families at home, the district provides access to the online gradebook and teachers provide access to their Google Classroom and webpages; including resource links and suggestions to support their content. CUSD has one-to-one Chromebook access from TK-12th grade. This was expanded during COVID from 3rd-12th grade. CUSD supports families to understand their legal rights starting with the issuance of their annual notification of rights. Parent rights are also provided for all IEP and 504 meetings. CUSD uniform complaint procedures are posted and accessible, and the district schools use communications to inform parents of opt out rights where applicable. The district saw the need to increase two-way communication with familiesand has begun to roll out the Parent Square communications application to help in this capacity. In order to improve communication across the district, CUSD is developing a Director of Communications and Community Relations position. This position will include outreach and engagement to our Spanish speaking families as a part of its function.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.		2			
2. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.				4	
3. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					5
4. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				4	

Dashboard Narrative Box (Limited to 3,000 characters)
Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Carmel Unified School District and its schools emphasize a culture focused on cultivating relationships with our families in a variety of ways. The district takes pride in fostering welcoming and inclusive environments at all of our sites. All sites are committed to establishing and building community partnerships between families, staff, and students. CUSD schools host a variety of community events. At these events families are welcomed to be a part of the greater school community. This community building is intentional. It helps to establish respectful and trusting relationships between families and staff. CUSD schools seek to effectively communicate with all families through a variety of means. The district and its schools use emails, letters, in-person meetings, town-halls, websites, phone calls or texts, and social media to communicate with its families. In order to foster better communication with families and to provide them resources and information, the district is creating a Director of Communications and Community Relations position. It is our intention that this will help to cultivate improved partnerships with our families. We will continue to be inclusive in our practices and will look for ways to increase participation and engagement from all families including underrepresented ones.

Seeking Input for Decision Making

Rating Scale (lowest to highest) -
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.			3		
2. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				4	
3. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.			3		
4. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.		2			

Dashboard Narrative Box (Limited to 3,000 characters)
Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Carmel Unified School district values and seeks out input from our parents to inform our decision making. We use parent input to help inform and guide our decision-making processes. CUSD actively seeks out parent participation on its many advisory groups in order to capture these important voices. CUSD advisory groups include the English Learner Advisory Committee (ELAC), the District English Learner Advisory Committee (DELAC), School Site Councils (SSC), PTO's and PTA's, Site LCAP Development Committees, and the District Parent Advisory Committee. The district employs the use of targeted surveys to seek input on a variety of topics including the development of the LCAP and other required state plans. CUSD's Title I processes call for parent review and input on our family engagement practices and policy on an annual basis. With the addition of the new Director of Communications and Community Relations position, the district will be able to increase our collaboration between families, school staff, and district staff to further develop and sustain effective family engagement activities for the benefit of our students and community. CUSD will continue to be inclusive in our practices and will look for ways to increase participation and engagement from all of our district families including underrepresented ones.

School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?

3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Carmel Unified School District administers The California Healthy Kids Survey (CHKS) and The Stanford Survey of Adolescent School Experiences (SSASE) to measure school climate. Our plan involves alternating between the two surveys each year. Both surveys provide information to guide overall school improvement as well as Local Control and Accountability Plan (LCAP) efforts, particularly in regard to the state priorities of enhancing school climate and pupil engagement.

The CHKS prompts input from students and provides qualitative data on school climate and safety, learning supports and barriers, and health and well-being. CUSD students in grades 5, 7, 9, and 11 participate in the survey. In 2020-21, the CHKS survey was administered, but it did not include any questions about safety at school because students were all in distance learning at the time and therefore not on the school sites.

On the 2018-19 CHKS survey, 5th grade respondents were asked about whether they feel safe at school. Findings show that 94% of 5th graders report that they feel safe all or most of the time. The survey also prompted input from 5th grade students regarding school connectedness, which was measured using a composite score that combined responses from five distinct items. 98% of 5th graders reported a high or moderate level of school connectedness. At the middle and high school levels, the CHKS measures school safety and connectedness using the School Climate Index (SCI). The SCI is calculated by computing the weighted average of two domains: (1) Overall Supports and Engagement and (2) Overall Low Violence and Substance Use at School. Scores can range from approximately 100 to 500, with high scores representing more positive school climates and lower levels of violence and substance use at school. Carmel Middle School scored an SCI of 319 with a state percentile rank of 66, and Carmel High School scored an SCI of 404 with a state percentile rank of 96.

The Stanford Survey of Adolescent School Experiences (SSASE) was last administered during the 2019-20 school year to students in grades 6-12 to deepen CUSD's understanding of students' perspectives on their school experiences and to qualitatively measure school climate. This survey is part of a collaborative effort between CUSD and the Challenge Success project in the School of Education at Stanford University. This fully anonymous survey measures middle and high school students' views on homework, extracurricular activities, sleep, physical health, stress, parent expectations, academic engagement, academic integrity, and teacher support. One item in the survey focuses specifically on school climate, and students were asked how many of their teachers cared about them. The scores could range from 1 ("No teachers care about me") to 5 ("All of my teachers care about me"). At Carmel Middle School, the average score was 4.03 out of 5. This score was about the same as in 2017-18, and slightly higher than the national average of 3.96. At Carmel High School, the average score was 3.81 out of 5. This score was up from 3.78 in 2017-18, and higher than the national average of 3.66. In 2019-20 the high-school-level SSASE had a new metric to gauge student "Belongingness," for which Carmel High students' average scale was 3.37 on a scale of 5. 9. A national score for "Belongingness" is not yet available. Each school site within the district receives an individual report which is analyzed and utilized in LCAP review and planning, and District goal setting. We will administer the SSASE next during the 2021-22 school year.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)
2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

CUSD utilizes several tools to monitor enrollment including: CalPads & DataQuest, Aeries (SIS) Illuminate (new Data Dashboard) College Board (AP reports)

CUSD Provides a Broad Course of Study as specified in the CA Ed. Code, and more! Grades 1-8: ELA, Mathematics, History/Social Science, Science, VAPA &, PE PLUS World Languages, Garden/Habitat, Library & Computer/Technology classes are accessible to all students. Grades 9-12: All of the above plus extensive elective, CTE, Dual Enrollment, and Advanced Placement (AP) offerings. CUSD has open access to eighteen (18) Advanced Placement courses. 79% of graduating seniors in 2021 participated in AP in high school. The district has implemented several open-access Dual Enrollment courses in conjunction with the Monterey Peninsula College at Carmel High School. In order to ensure a broad course of study for all students, the district focuses on an Inclusion (Co-Teach) Model in order to provide the least restrictive environment for students with special needs.

CUSD does not see any real barriers for our district. The district continues to provide a broad course of study to all students. However, since we only have one comprehensive high school, enrollment and staffing can be a limiting factor in terms of being able to continue to expand course offerings without reducing elsewhere.

The district has implemented Dual Enrollment courses to provide more access to students. We are also continually looking at ways to strengthen our career and technical education offerings and pathways.

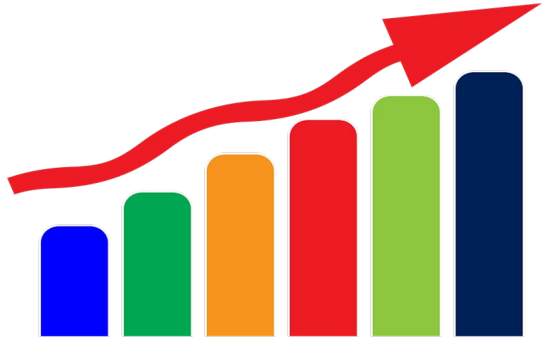
LOCAL INDICATORS PRESENTATION

CUSD BOARD OF EDUCATION
June 23, 2021

Local Indicators



- Requirements:
  Annually measure progress
- **NEW: Report the results at a regularly scheduled June Board meeting in conjunction with LCAP Approval
- Upload & report results through the CA Dashboard in the fall of 2021



State Priority Areas	State Indicator	Local Indicator
1- Basic Services		Williams Act – (SARC)
2 - State Standards		Implementation of State Academic Standards
3 - Parent Engagement		Parent Engagement - Self-reflection tool
4 - Student Achievement	Academic Indicator English Learner Indicator	
5 - Student Engagement	Chronic Absence Indicator* Graduation Rate Indicator	
6 - School Climate	Suspension Rate Indicator	Student School Climate Survey
7- Access to a Broad Course of Study	College/Career Indicator	Access to a Broad Course of Study
8 - Other Outcomes	College/Career Indicator	

PRIORITY 1
Basic Conditions

2020-21 School Accountability Report Card (SARC) Data:

- 0 Teacher Misassignment
- 0 Teacher Vacancies

- 100% compliant - Resolution of Instructional Materials Sufficiency (Sept. 9, 2020)

- Schools are in good repair

PRIORITY 2
Implementation of State Academic Standards

Full implementation, or Full implementation with sustainability for all areas

- Aligned Instructional Materials

- Implementation of state standards

- Professional Learning

- Supporting Teachers

PRIORITY 7
Access to a Broad Course of Study

CUSD Provides a Broad Course of Study as specified in the CA Ed. Code, and MORE!

- Grades 1-8
  ELA, Mathematics, History/Social Science, Science, VAPA &, PE PLUS World Languages, Garden/Habitat, CTE & Computer classes.

- Grades 9-12
  All of the above plus extensive elective, CTE, Dual Enrollment, and AP offerings.

PRIORITY 3 - Parent Engagement (based on rating scale self-assessment)

Building Relationships

- Full Implementation in this area

Building Partnerships for Student Outcomes

- Full implementation across most of this category
- Beginning development for professional learning in this area

Seeking Input for Decision Making

- Initial to full implementation across most of this category
- Beginning development for collaboration around planning outreach activities

The areas for growth in this priority are intended to be addressed with the addition of the Director of Communications and Community Engagement and their related work, as well as with the implementation of Parent Square.

PRIORITY 6
School Climate

California Healthy Kids Survey (CHKS)

The Stanford Survey of Adolescent School Experiences (SSASE)

CHKS - Grade 5, 7, 9, 11

- Positive results on school safety question and School Characteristic Index (2018-19)
- Safety question not asked for distance learning schools in 2020-21, so no results this year

SSASE - Grades 6-12

- Positive results on teacher caring/support and new question on “Belongingness”

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Carmel Unified School District

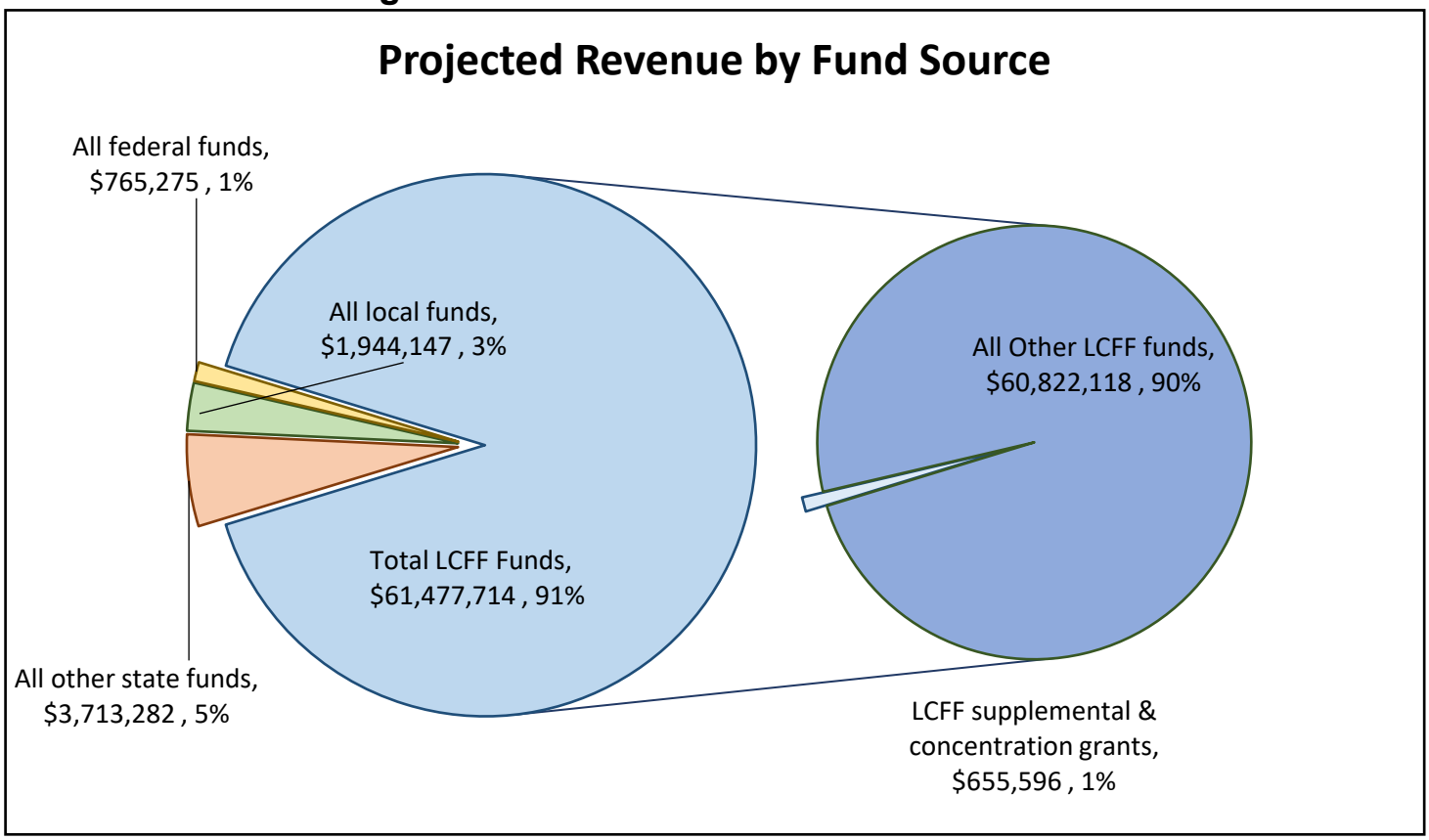
CDS Code: 27 65987

School Year: 2021 – 22

LEA contact information: Yvonne Perez, (831) 624-1546 x 2050, yperez@carmelunified.org

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021 – 22 School Year

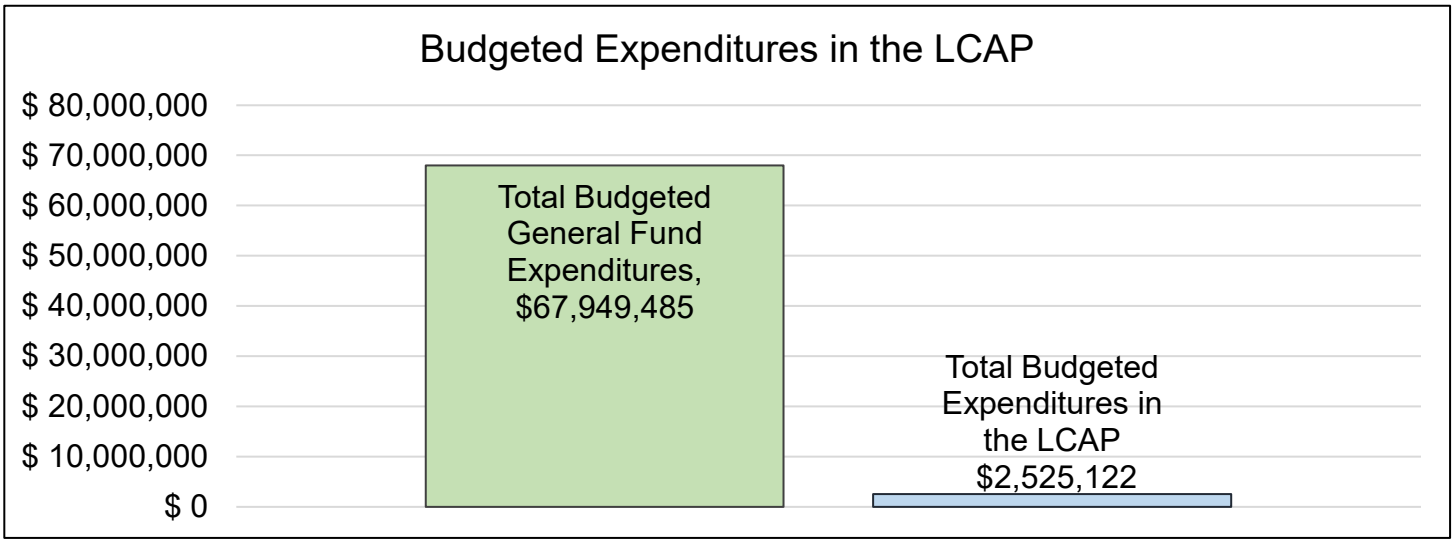


This chart shows the total general purpose revenue Carmel Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Carmel Unified School District is $67,900,418.00, of which $61,477,714.00 is Local Control Funding Formula (LCFF), $3,713,282.00 is other state funds, $1,944,147.00 is local funds, and $765,275.00 is federal funds. Of the $61,477,714.00 in LCFF Funds, $655,596.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Carmel Unified School District plans to spend for 2021 – 22. It shows how much of the total is tied to planned actions and services in the LCAP.

Carmel Unified School District plans to spend $67,949,485.00 for the 2021 – 22 school year. Of that amount, $2,525,122.00 is tied to actions/services in the LCAP and $65,424,363.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

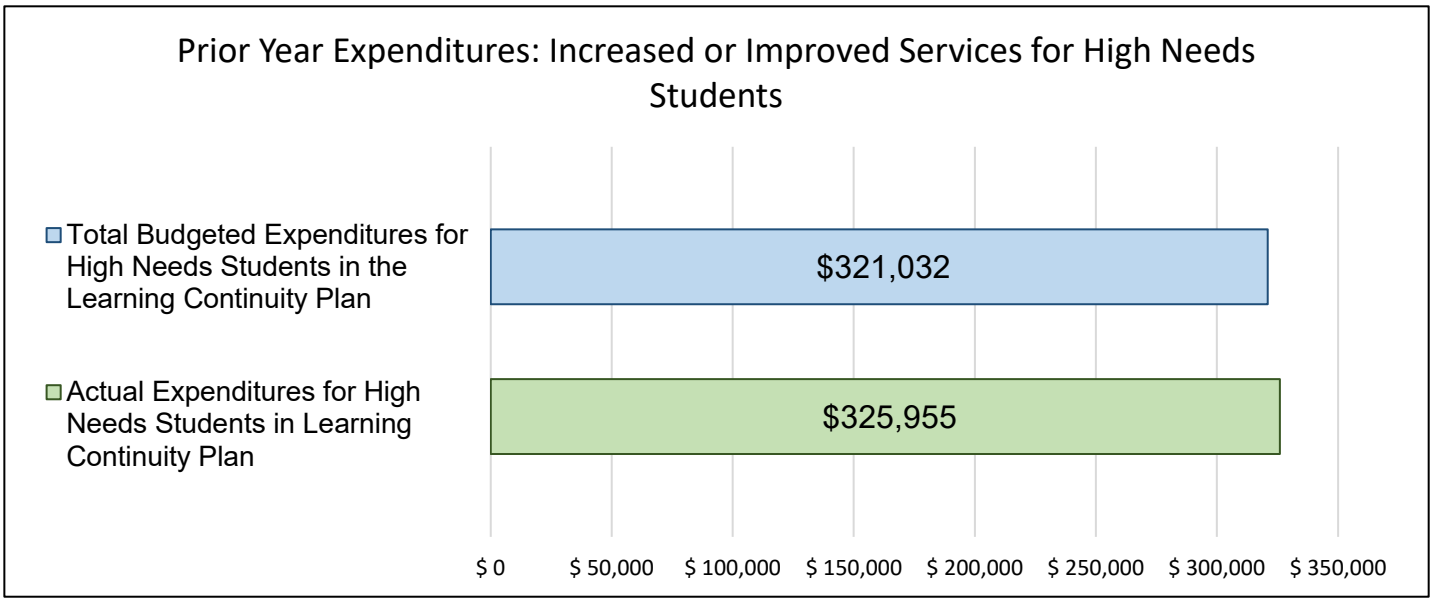
The District dedicates the majority of its General Fund Budget to educational services for its students. As a service related organization, salaries and benefits comprise more than 80% of General Fund Budget expenditures. The remainder goes to support the day-to-day operations of educating district students including transportation, maintenance of buildings and grounds, special education, business and human resources services.

Increased or Improved Services for High Needs Students in the LCAP for the 2021 – 22 School Year

In 2021 – 22, Carmel Unified School District is projecting it will receive $655,596.00 based on the enrollment of foster youth, English learner, and low-income students. Carmel Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Carmel Unified School District plans to spend $879,014.00 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020 – 21



This chart compares what Carmel Unified School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Carmel Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020 – 21, Carmel Unified School District's Learning Continuity Plan budgeted $321,031.68 for planned actions to increase or improve services for high needs students. Carmel Unified School District actually spent $325,955.12 for actions to increase or improve services for high needs students in 2020 – 21.

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

LEA Name	Contact Name and Title	Email and Phone
Carmel Unified School District	Blaise DiGirolamo Chief Academic Officer	bdigirolamo@carmelunified.org 831-624-1546 ext. 2031

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

Goal 1

All students will engage in challenging, innovative and relevant learning experiences to prepare them for college, career and global citizenship.

State and/or Local Priorities addressed by this goal:

State Priorities:	Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 3: Parental Involvement (Engagement) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 5: Pupil Engagement (Engagement)
Local Priorities:	District Goal 1

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator CUSD will increase the number of students performing at the “Met Standard” and “Exceeded Standard” levels on both the math and English language arts (ELA) portions of the California Assessment of Student Performance and Progress (CAASPP) at all grade levels tested.	The actual measurable outcome for the 2019-20 CAASPP ELA and Math statewide academic assessments were not available due the impact of COVID-19 and Executive Order N-30-20, issued on March 17, 2020, that suspended standardized assessments for 2019-20.

Expected	Actual
19-20 ELA: 85% Math: 80% Subgroup Outcomes: ELA Students with Disabilities: 42% Socioeconomically Disadvantaged: 68% English Learners: 48% MATH Students with Disabilities: 35% Socioeconomically Disadvantaged: 57% English Learners: 40% **Baseline** 2016 Data: ELA: 82%(Meets & Exceeds Standard) Math: 72%(Meets & Exceeds Standard) 2016 CAASPP Subgroups: ELA Students with Disabilities: 30% Socioeconomically Disadvantaged: 56% English Learners: 36% MATH Students with Disabilities: 21% Socioeconomically Disadvantaged: 42% English Learners: 18%	
Metric/Indicator	Students Reclassified English Proficient (RFEP): Fall 2019 RFEP Data

Expected	Actual
CUSD will increase the percentage of students Reclassified English Proficient (RFEP) by 1%. **19-20** 10% or more Reclassified Fluent English Proficient (RFEP) English Language Proficiency Assessments for California Results **Baseline** 2016 Data (CELDT*): Captain Cooper Elementary School: 2% (43 students tested) Tularcitos Elementary School: 8% (52 students tested) Carmel River Elementary School: 0% (18 students tested) Carmel Middle School: 13% (15 students tested) Carmel High School: 13% (8 students tested)	CUSD: 28% (19/67 students) CCS: 18% (3/17 students) Tular: 0% (0/13 students) CRS: 44% (4/9 students) CMS: 48% (12/25 students) CHS: 0% (0/3 students)
Metric/Indicator English language learners (EL) students will either move one level, maintain their current level for only a second year, and/or meet reclassification criteria. *Note: New assessment in 2017-18 required the establishment of a new baseline. **19-20** 65% percent of English language learners (EL) students will either move one level, maintain their current level for only a second year, and/or meet reclassification criteria. **Baseline** Baseline from new ELPAC assessment 2017-18: Level 4 (Well-Developed) = 54.4%	Moved 1 Level or Maintained Level for Second Year only CUSD: 75% (48/64 students) CCS: 86% (12/14 students) Tular: 69% (9/13 students) CRS: 77% (4/9 students) CMS: 88% (22/25 students) CHS: 33% (1/3 students)

Expected	Actual
Level 3 (Moderately Developed) = 32% Level 2 (Somewhat Developed) = 10.4% Level 1 (Beginning Stage) = 3.2%	
Metric/Indicator CUSD targeted support students will meet their site defined growth target. **19-20** 85% or more of K-12 students will meet their growth target in Math and/or English Language Arts. **Baseline** 2016 Data: 68% of K-12 students are meeting their growth target in Math and/or English Language Arts	As of February 2020 Captain Cooper: o 36% reading goal o 95% met 60% math topic exam average score o 86% met 70% math topic exam average score River: o 64% met 60% math topic exam average score o 60% met 70% math topic exam average score Tularcitos: o 75% met 70% math topic exam average score CMS: Total = 67% met site defined growth targets o 48% met 6th Core growth target o 90% met 6th Math growth target o 62% met 7th LA growth target o 55% met 7th Math growth target o 77% met 8th LA growth target CHS: Total = 77% met site defined growth targets o 71% met math support goal o 88% met writing strategies goal o 71% met strategies for success goals on individualized learning plans (ILP) CVHS: 86.5%% of students met graduation progress targets on individualized learning plans (ILP).

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Staff will analyze student mathematics results (California Assessment of Student Performance, CORE Data, and Local Measures) in order to develop short and longterm strategies addressing math instruction, including universal supports, and intervention.	Object 1000: $97,049.86 Object 3000: $32,585.04 Object 5000: $31,600 General Fund & Low Performing Students Grant $161,234.90	Object 1000: $83,763.64 Object 3000: $27,950.22 Object 5000: $21,159.00 General Fund & Low Performing Students Grant $132,872.86
All students identified for intervention (targeted support) will receive targeted strategies for support.	Object 1000: $456,615 Object 2000: $138,528 Object 3000: $225,672 General Fund $820,815	Object 1000: $450,056.75 Object 2000: $112,140.88 Object 3000: $216,929.78 General Fund $772,317.60
All students will receive instruction that is challenging for their assessed abilities.	Object 1000: $42,087 Object 3000: $14,288 Object 5000: $6,000 General Fund $62,375	Object 1000: $41,230.97 Object 3000: $13,216.48 General Fund $54,447.45
Continue with the planned implementation of the data/assessment system (Illuminate) including identification of specific data and timelines related to monitoring of student progress as well as professional learning targeting site “Data Drivers”.	Illuminate (license) Object 5000: $15,100 General Fund $15,100 Release time/substitutes Object 1000: $4,000 Object 3000: $900 General Fund $4,900	Illuminate (license) & professional development Object 5000: 16,190.55 General Fund $16,190.55 Release time/substitutes Object 1000: $0 Object 3000: $0 General Fund $0
Identify a Task Force to research and recommend a summer academic enrichment model for K-8 students focusing on the District’s low-income student population.	Object 1000: $12,000 Object 3000: $3,000 General Fund $15,000	Object 1000: $0 Object 3000: $0 General Fund $0

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Due to the impact of COVID-19 and the quick shift to 100% distance learning in March 2020, all of the budgeted Actions/Services were not fully implemented as planned in the 2019-2020 school year. The unused funds documented in this section were pooled in order to provide the best distance learning programs for all students particularly our low-income, English learner, and foster youth students. We implemented alternate actions and services to immediately respond to the quickly evolving needs of our learning community. The following Actions/Services were implemented to mitigate the impact of COVID-19, and were not originally part of the 2019-2020 LCAP:

1. Teacher training, support, and planning around distance learning and technology use

2. Purchased 50 hotspots for students as needed for Internet connectivity, as well as the monthly hotspot connectivity fees.

3. Purchased 355 Chromebooks for all TK-5 students who did not have a device at home. (Grades 5-12 already had 1:1 devices.)

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Even with the interruption of the 2019-2020 school year due to COVID 19, the district was successful in carrying out the majority of the actions and services detailed in Goal 1. Due to the suspension of the standardized testing, determining the ultimate effectiveness of our actions and services is challenging. However, we do ultimately feel that our efforts have been effective. We continue to see students making progress related to provided targeted interventions, and our English Learners are continuing to progress relative to ELPAC results and reclassification data. We will continue to focus on these areas moving forward. The COVID related shelter in place did affect our ability to implement all of our planned actions and services.

The actions/services that were not implemented due to the impact of COVID-10 were the Data Driver meetings and the implementation of the Summer Enrichment Program for the district's low income population. The Data Driver meetings were scheduled for the spring and could not be held due to the shelter in place. The planning work related to the action on Summer Enrichment was completed, however the program could not be implemented due to COVID situation during the summer.The reason that other action areas had expenditures less than budgeted amounts had to do with cost reductions resulting from staffing changes. The actual costs of salaries and benefits were lower than anticipated, however there was no reduction in services to students.

Goal 2

All students will achieve personal wellness through district, school and classroom environments that foster health and happiness.

State and/or Local Priorities addressed by this goal:

State Priorities:	Priority 4: Pupil Achievement (Pupil Outcomes) Priority 5: Pupil Engagement (Engagement) Priority 6: School Climate (Engagement) Priority 7: Course Access (Conditions of Learning)
Local Priorities:	CUSD Goal 2

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator CUSD student reports of caring relationships and school connectedness will exceed 95% on the California Healthy Kids Survey. **19-20** Maintain **Baseline** 2016-17 Data: 96% of students indicate they have caring relationships and feel connected to their school.	The 2018-19 administration of the Healthy Kids Survey showed several positive trends in key areas. Results from December 2018 California Healthy Kids Survey (CHKS): Caring adults in school (High/Moderate); Gr 5 - 98% (met) Gr 7 - 89% (not met) Gr 9 - 93% (nearly met) Gr 11 - 95% (met) School connectedness (High/Moderate); Gr. 5 - 98% (met) Gr 7 - 94% (nearly met) Gr 9 - 96% (met) Gr 11 - 91% (not met)
Metric/Indicator Student reports of drug and alcohol abuse, feelings of sadness or hopelessness, and harassment or bullying will be 10% below state averages on the California Healthy Kids Survey (CHKS).	Results from December 2018 California Healthy Kids Survey (CHKS): Drug and Alcohol Usage:

Expected	Actual
19-20 Maintain **Baseline** 2016-17 Data: CUSD is 11% below the state average	CUSD Average/State Average Gr 7 - Alcohol: 4%/5% (met); Other Drug (Marijuana): 4%/2% (not met) Gr 9 - Alcohol: 8%/15% (met); Other Drug (Marijuana): 7%/10% (met) Gr 11 - Alcohol: 16%/23% (met); Other Drug (Marijuana): 19%/17% (not met) Binge Drinking: Gr 11 – 5%/12% (met) Chronic feelings of sadness or hopelessness, past 12 months: CUSD Average/State Average Gr 7 - 25/24.2% (not met) Gr 9 - 30/29.6% (not met) Gr 11 - 35/32.3% (not met) Harassed or bullied on school property, past 12 months: CUSD Average/State Average Gr 7 - 36/33.6% (not met) Gr 9 - 30/31% (not met) Gr 11 - 24/27.7% (nearly met)

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Provide programs/activities and behavioral support services focused on social-emotional learning: self-awareness, self-management, social awareness, relationship skills, and responsible decision making.	Social-Emotional Counselor, Behavior Specialist, & Behavior Intervention Aides Object 2000: $210,593 Object 3000: $98,206 General Fund $308,799 Second Step Curriculum	Social-Emotional Counselor, Behavior Specialist, & Behavior Intervention Aides Object 2000: $323,856.07 Object 3000: $163,248.28 General Fund $487,104.35 Second Step Curriculum

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	Object 4000: $14,000 Title IV $14,000	Object 4000: $12,350.74 Title IV $12,350.74
CHS staff in partnership with student leadership will create a task force to promote healthy decision-making, including social norms and identify supplemental resources to be used for this purpose.	Supplemental Materials/Resources: Object 4000: $5,000 General Fund $5,000	Supplemental Materials/Resources: Object 4000: $5,000 General Fund $0
Sites will establish a school MTSS (Multi-Tiered System of Supports) leadership team to continue the work on developing and aligning academic, behavioral and social-emotional support systems. This will include acknowledgement systems and identification criteria that is databased and formalized (tiered-intervention matrices).	Release time & professional learning: Object 1000: $5,000 Object 3000: $900 Object 5000: $10,000 SUMS grant / General Fund $15,900	Release time & professional learning: Object 1000: $825.00 Object 3000: $169.15 Object 5000: $891.67 SUMS grant / General Fund $1,885.82

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Due to the impact of COVID-19 and the quick shift to 100% distance learning in March 2020, all of the budgeted Actions/Services were not fully implemented as planned in the 2019-2020 school year. The unused funds documented in this section minus the SUMS grant balance were pooled in order to provide the best distance learning programs for all students particularly our low-income, English learner, and foster youth students. We implemented alternate actions and services to immediately respond to the quickly evolving needs of our learning community. The area where these unused funds were allocated was to teacher training, support, and planning for implementation of improved distance learning for all.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Despite the non-traditional year caused by COVID-19 the district believes that positive progress was made toward meeting Goal 2. The California Healthy Kids Survey showed positive trends in key areas including “school connectedness” and “caring adults in school”. The survey also showed that student alcohol use was below the state averages. We believe that these outcomes are linked to the successful implementation of the actions and services called out in Goal 2. The implementation of the Second Step program at elementary schools is making a positive impact on students’ social emotional learning. We were also able to increase the number of Behavioral Intervention Aides in the district to provide more support for students in need. The increase in services is represented

above in that the actual expenditures far exceed what was budgeted. Based on the survey data showing that students' feelings of “sadness” and “hopelessness” are hovering around state averages we feel we still have work to do in the area of supporting students moving forward.

One area where we did not expend what we had budgeted was for providing release time and professional learning for our MTSS site teams. The reasons behind this are multiple. In the previous year, expenditures were higher than budgeted as much training and release time occurred in 2018-19. The district effectively over budgeted in this area for 2019, and the impact of COVID-19 in the spring severely limited any opportunities to continue implementation of the action. Another area where we did not expend resources budgeted was the CHS Healthy Decision Making poster campaign. Work was done by the administration early in the school year in collaboration with the graphic design teacher/class to mock up draft templates for production, but the COVID-19 shelter in place ended continued work on the project.

Goal 3

All staff will engage in professional learning to meet the district and site academic and social-emotional goals.

State and/or Local Priorities addressed by this goal:

State Priorities:	Priority 1: Basic (Conditions of Learning) Priority 2: State Standards (Conditions of Learning) Priority 4: Pupil Achievement (Pupil Outcomes) Priority 8: Other Pupil Outcomes (Pupil Outcomes)
Local Priorities:	District Goal 3

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator 80% of CUSD teachers will report that professional learning supports their work **19-20** Maintain **Baseline** 2016-17 Data: 96% of teachers report professional learning supports their work	2019-20 = 94.22% Strongly Agreed or Agreed
Metric/Indicator 90% of CUSD teachers participating in instructional coaching will report the support was valuable **19-20** Maintain **Baseline** 100% of teachers reported participating in instructional	This measurable outcome is not available due to the impact of COVID-19 and our rapid shift to distance learning. The coaches shifted all of their focus to supporting teachers in the transformation of our instructional model to distance learning and did not push out spring surveys to their clients. There is much anecdotal evidence that teachers felt coaching support was extremely valuable, especially during this transition.

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Provide teachers & site leaders access to professional learning focused on instructional strategies supporting all students, including UDL (Universal Design for Learning), with particular attention to English learners, special needs, disadvantaged and advanced learner students.	Object 1000: $35,000 Object 3000: $7,525 Object 5000: $9,000 General Fund & Title II $51,525	Object 1000: $25,048.83 Object 2000: $950.00 Object 3000: $5,672.87 Object 5000: $18,842.28 General Fund & Title II $50,513.98
Provide all teachers with time, protocols, and resources for vertical articulation related to their content areas, with increased emphasis on the upper elementary to middle school and middle school to high school articulations focused on narrowing achievement gaps.	Object 1000: $12,500 Object 3000: $2,500 General Fund & Title II $15,000	Object 1000: $5,400.00 Object 3000: $1,161.00 General Fund & Title II $6,561.00

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Due to the impact of COVID-19 starting in March of 2020 a small portion of the budget actions and services under Goal 3 were not implemented. The unused funds documented in this section were pooled in order to provide the best distance learning programs for all students particularly our low-income, English learner, and foster youth students. We implemented alternate actions and services in the area of teacher training, support, and planning for implementation of improved distance learning for all, and allocated unused funds accordingly.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Even with the interruption of the 2019-2020 school year due to COVID-19, the district was successful in carrying out the majority of the actions and services detailed in Goal 3. Teachers, staff, instructional coaches, and administrators participated in a wide range of professional learning opportunities aligned to our LCAP student growth and support goals. Teams and individuals participated in professional learning and training in, but not limited to, the following areas: supporting students' social emotional learning and character development, supporting English learners, teaching literacy, supporting all learners using a Universal Design for Learning (UDL) lens, supporting students with disabilities in mathematics, and training coaches to support teachers around these focus areas. We were also able to implement some of our vertical articulation work during the year. The district is confident that the work we did under this goal was effective in supporting our intended outcomes for students and teachers.

Our challenges centered around the continuation of professional learning and vertical articulation work once we were physically shut down. Many planned conferences and trainings were cancelled due to COVID-19 restrictions, so opportunities diminished to continue

work in this area. Much vertical articulation work was scheduled to take place in the spring of 2020; COVID restrictions impacted our ability to carry out much of the intended work, although some site specific vertical articulation work took place during the early summer.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Re-opening public health recommended personal protective safety equipment and supplies were purchased including signage to promote physical distancing.	$53,544.00	$215,824.35	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

There are substantive differences between the planned actions for In-Person Instruction, as well as the budgeted expenditures associated with the actions, due to the continued expansion of in-person instructional offerings throughout the year. The continued expansion of offering required a significant increase expenditures on equipment and supplies related to ensuring a safe environment.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

CUSD had both challenges and successes relating to in-person instructional offerings during the 2020-21 school year. The greatest challenge in this area was that Monterey County remained in the purple tier for a long period of time, thereby not allowing in-person instruction without a waiver from the Health Department. So for much of the school year all students remained in distance learning. The next challenge was that when we finally received an elementary waiver and were preparing to reopen, the state of California changed its guidance for reopening in the purple tier with case rates above 25 per 100,000 residents. Since we had not reopened under the waiver prior to January 14th, we now were not allowed to reopen under this new guidance based on the high rates in Monterey County.

The first success in this area was once the case rates came down we were able to reopen our elementary schools in the hybrid model on February 8th, 2021. We did this following the desire of all of our stakeholders to maintain a safe and healthy environment as well as their strong desire to have students learning in-person.

We faced quite a few challenges providing in-person instruction with very specific safety guidelines which required us to make a variety of changes including having to change students' classroom teachers, having to reassign specialist and intervention teachers into regular classroom assignments, not being able to push in support services into the regular classroom as we traditionally do, only being able to provide busing to the outer reaches of the district, and having to hire additional staff to be able to meet all of the new and varied needs encountered from these changes. The challenge of the physical distancing requirement of six feet between students still limited our ability to open to a greater extent. This changed when the CDC changed its guidance around physical distancing between students to three feet, and the state of California quickly updated their guidance accordingly. This development allowed for any student, whose families desired them to do so, to return for in person instruction on April 19, 2021 across all grade levels in the district.

We also found success at the high school in that we were able to offer our full slate of course, but that brought a challenge of quickly pivoting to a simultaneous (live and distance) instructional model to serve the needs of both the students on campus and those who chose to remain remote. An extremely important success to call out in this section is the fact that both of our employee bargaining groups were supportive of ramping up in-person instructional opportunities throughout the year, and worked collaboratively with the district to make it happen.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchased HotSpot devices and subscriptions and distributed to provide greater connectivity for families without internet access including low-income, homeless and foster youth to access distance learning from various vendors including AT&T, Verizon, and Kajeet.	$109,203	$100,439.72	Yes
Purchased Zoom Video Conference Platform to support synchronous instruction and live connection between staff, students, and families.	$16,400	$16,400	No
Purchased Explore Learning's Reflex Math. The program helps students develop math fluency through math games. The program allows for teachers to monitor student progress. This program assists all of our unduplicated student groups to develop and progress in their math fluency.	$6,981	$6,981	Yes
Purchased Gizmos software to facilitate Science instruction in an online environment.	$5,513	$5,512.50	No
Purchased additional licenses for Smart Music. Smart Music is a software solution used to assist music instruction and student development in an online environment.	$6,740	$6,740	No
Purchased Pearson Assessments to provide virtual and digital special education psychoeducational assessments.	$3,900	$6,900	Yes
Purchased Assessment Technologies/Measure that provides a Computer-Optimized Multimedia-Integrated Test (C.O.M.I.T.) which is a standardized Psychoeducational Assessment Battery for students requiring a special education assessment.	$1,998	$1,998	Yes
Purchased Seesaw Learning Elementary software license to assist with online communication at the primary grade levels.	$2,475	$2,475	No
Purchased additional Screencastify Licenses for district wide use for teachers to create asynchronous instructional video content.	$3,000	$3,000	No
Purchased Edpuzzle for district wide use for teachers to create interactive video lessons.	$5,800	$5,800	No

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchased additional Raz Kids Licenses for K-5th grade district wide for access to an online leveled reading program that gives students access to ebooks and equizes in English and Spanish to help build and track reading comprehension and student progress. This product helps to support language development for English Learners.	$6,297	$6,297	Yes
Elementary teacher teams participated in virtual Teacher training related to instructional best practices for distance learning put on by the Bureau of Educational Research.	$11,439	$11,439	No
Purchased additional chromebooks so all students Transitional Kindergarten through 12th grade would have a device for distance learning.	$295,525	$215,499	No
Purchased additional computer monitors, web cameras, document cameras, microphones, headphones, and connection cables for teachers and instructional staff to provide distance learning.	$16,847	$147,017	No
Professional Development Stipends for teachers to participate in a Summer Institute in July and for July and August planning and collaboration time for staff. The district Instructional Coaching Team put on a one day version of the June institute for staff training around distance learning for those who could not attend in June. Staff were engaged in developing an understanding of online learning pedagogy, the use of Google classroom as a platform for communication and learning, synchronous (live) learning using Zoom, and asynchronous (not live) learning through the use of instructional videos using products like Screencastify. Teachers were also provided planning and collaboration time, as well as an asynchronous version of the July Institute to help them prepare for launching in a hybrid or distance environment.	$60,450	$60,450	No
Professional Development Stipends for teachers to participate in a Summer Institute in June and planning and collaboration time for staff. The district Instructional Coaching Team put on a two day institute for staff training around distance learning. Staff were engaged in developing an understanding of online learning pedagogy, the use of Google Classroom as a platform for communication and	$93,940	$93,940	No

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
learning, synchronous (live) learning using Zoom, and asynchronous (not live) learning through the use of instructional videos using products like Screencastify. Teachers were also provided planning and collaboration time in June to prepare for launching in a hybrid or distance environment.			
Professional Development stipends for instructional coaches to develop the Summer Institute program as well as to work with individuals and groups of teachers to help them develop their distance learning practices and resources.	$22,851	$22,851	No
Purchased Mystery Science software license to assist with science online in instruction by providing video content for teachers to use at the primary grade levels.	$2,997	$2,997	No

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

There are some substantive differences between the planned actions for the Distance Learning Program, and what was implemented or expended on the actions, based on our estimated actuals.

1. We budgeted $109,203 for HotSpot devices and subscriptions to provide access to families in need. The cost came $8,700 lower than anticipated.

2. We budgeted $3,900 for Pearson Special Education Assessments. Due to COVID-19, special education assessment practices required the district to conduct both virtual assessment and in-person assessments (under appropriate safety guidelines). The fluid practices mandated the district to purchase additional protocols and digital assessment tools for both assessment practices which increased our funding needs to $6,900.

3. We budgeted $295,525 in order to purchase enough chromebooks to ensure all students in the district had a device. The district was fortunate and received 330 Chromebooks from the Monterey County Office of Education free of charge. We ended up spending $80,000 less than we originally planned.

4. We originally budgeted $16,847 to purchase additional computer monitors, web cameras, document cameras, etc. for teachers and instructional staff to provide distance learning. In addition to the peripherals listed in our original LC Plan, the need for staff computers was significant. For example, we found that many teachers needed more powerful and updated laptops, and most Instructional Aides

needed new high-quality laptops to assist teachers with Zoom meetings as well. This necessitated an increased expenditure of $130,000 in this area to retool the technology set up of those delivering remote instruction and support.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

After analyzing state/local data and feedback from stakeholders, parents, students, teachers and staff, we have found the following successes and challenges for each of following elements of distance learning in the 2020-21 school year:

Continuity of instruction:

We found successes at all levels of the district in the area of continuity of instruction during distance learning. On the educational technology side, the use of Google Classroom as the common platform for teacher communication throughout the district was deemed helpful and successful by all stakeholder groups. The use of Zoom for live student interaction, and the expansion and editions of software license to to supplement and/or deliver the core curriculum and assess student progress in a digital environment were other successful components.

At the elementary level, we found that through creative use of our specialist teachers in conjunction with our classroom teachers we were successful in providing instruction five days a week in the distance learning format.

At the middle school level we found success in this area through flexibility and choice. Not only did we offer all academic classes and most electives online, students and families were offered choice on what would best work for them. Students had a choice of a four period all academic day, and they could add additional periods for electives. P.E. was offered in a live Zoom synchronous model, or through an independent study program with digital components. Teachers also offered a study hall period daily in order to help students stay up with their schoolwork.

At the high school level we found success by employing a consistent Block Schedule Monday through Thursday, four days a week. The Friday schedule consisted of CHS Connect, a school connectedness program, along with office hours to support students meet the demands of the comprehensive course offerings while in a remote environment.

There were also challenges across the system in the area of continuity of instruction during distance learning. In the fall, wildfires in the area displaced many families and caused schools to be closed for over a week at some sites, even in a distance learning mode. This put everyone in catch-up mode from the start, and was definitely a challenge. Another challenge we identified was the fact that work needed to be done by teachers to prioritize which standards were essential to be covered knowing that in the distance learning

model it would be difficult to cover all of the regularly planned curriculum. Teachers did a nice job overcoming this challenge. When elementary schools went back in the hybrid model, some students had to change teachers or even school of attendance in order to be accommodated in distance learning. This was challenging for all involved.

Access to Devices and Connectivity:

There were definite successes in the area of Access to Devices and Connectivity. A key success to point out was that we were able to provide a device to every student in the district. We were also able to provide HotSpots to any family in need, and in some cases multiple HotSpots per family as needed. The tech department also did outreach and coupled deliveries of HotSpots and replacement devices with our meal delivery services in order to make it easier on families to access the hardware. Another important success to call out in this area was that we were able to ascertain which students/families did not have internet access and due to their rural location HotSpots would not work. We brought these students on to sites in cohorts daily starting on the first day of school in the fall to access their distance learning programs. They remained in their cohorts until we were allowed to reopen for instruction five days a week in April.

There were also many challenges in this area as well. At all levels students and staff had differing levels of internet connectivity, for some the level was good while others it was weak or intermittent. This kept consistent delivery or consumption of distance learning in flux for certain individuals. Providing tech support was also difficult when connectivity issues arose. With such a reliance on technology, challenges became apparent when there were service outages, whether it was from a provider like Zoom, or our internal network. Another challenge we faced was from increased demand in the marketplace for technology coupled with delays in the supply chain due to COVID-19, resulting in delays in getting newer more powerful and appropriate devices to our teachers and staff. At the secondary level we also had a problem with older Chromebook models having difficulty using Zoom from an audio and/or video perspective. Teachers had to modify the way they would have students engage as a result.

Pupil Participation and Progress:

This area relates to how the district would assess student attendance through participation with live contacts and synchronous learning, as well as how the district would measure the time value of student work. We were successful in creating a system to document and verify attendance, participation, assignment completion, and performance monitoring using our student information system, Aeries. We were successful at the secondary level in exceeding our goal of at least 33% of total instructional time per period being carried out synchronously to ensure live contact, participation, and to address student progress monitoring. The middle school reported the highest attendance rate in recent years. The elementary level was successful in ensuring as much synchronous learning as possible due to its unique blending of classroom teachers and specialist programs. Another success to call out is that many of our most needy students had very high participation rates due to the fact they were on campus daily under the supervision of staff to access distance learning.

There were also challenges that emerged in this area as well. One area that was challenging were the COVID scares that took place with staff and families of students engaged in the cohorts. These situations caused closing of cohorts for short periods of time

meaning students with no internet access had to miss some instruction. Other challenges to participation and progress came about when technology issues arose making accessing distance learning difficult. The amount of support at home also became a challenge for some. Where there was enough support students did well, where there was less support for whatever reason the schools had to work very hard to keep the students engaged in distance learning. In general, maintaining engagement over the year for students in distance learning was challenging.

Distance Learning Professional Development:

We found successes in the area of Distance Learning Professional Development. Something to call out was making a rapid shift from the emergency distance learning model from Spring 2020 into the model we rolled out for the 20-21 school year. Another successful endeavor was the Summer institute training around distance learning in June and repeat in July, as well as the creation of an asynchronous form of the training for staff who could not attend. We were also able to get all of our staff trained, including classified who managed small cohorts. Our district instructional coaches did an excellent job of creating professional development around distance learning and developing and curating distance learning resources in one place for staff to access.

The challenges that emerged in this area were for the most part overcome. We had to quickly decide on specific platforms and practices to implement. Our leaders and instructional coaches worked to make these important decisions and create resources and supports for staff. We also faced a challenge when we realized that staff working as child care providers in support of small internet cohorts needed to receive training on the platforms and software that teachers were using so they could support the students they were supervising. We also were able to adjust and meet that challenge. A challenge we encountered is that it was difficult to continue to provide ongoing professional development during distance learning because staff was so busy planning and adjusting to their new reality. Another challenge that emerged late in the year was to quickly prepare high school teachers for a rapid shift to a concurrent/simultaneous model of instruction as opportunities for a greater reopening occurred.

Staff Roles and Responsibilities:

We feel like we were very successful in this area. Staff and teachers shifted assignments in order to provide what was needed to ensure an effective distance learning program with appropriate supports. Classified staff took on roles in the on-site cohorts for students without internet access, English Learners, Students with disabilities, and students struggling in distance learning. At the high school classified staff (campus supervisors, attendance clerks and secretarial staff) were divided into three teams; Attendance, Student School Connectedness and 504/IEP Support. Everyone was open to help and make things work. We were also successful at adding staff at various sites in order to more fully support students and our expanding needs during this fluid year. Various teachers in specialized roles throughout the district were placed back into regular classroom assignments in order to help with keeping class sizes down in order to effectively transition into the different phases of reopening for in-person instruction following health and safety guidance when the time would arise. We are pleased with the outcomes in this area and are thankful for the flexibility and team mentality of our employees.

We faced some challenges as well in this area. The fact that we had to pull some specialist teachers from their existing roles to go back into the classroom translated into reduction of some programs and elective offering for students. Accommodations and quarantines required many staff to work off campus. In some cases, such as in the technology department, this resulted in challenges to providing in-person service, even when school was back in session in person. The medical risk factors for staff at all levels and the legal requirement to provide accommodations to enough staff to provide in-person services has been an ongoing challenge as well.

Support for Pupils with Unique Needs, including English learners, pupils with exceptional needs, pupils in foster care and, and pupils experiencing homelessness:

The district found success in this area of supporting pupils with unique needs. Stakeholders called out their satisfaction of support that was provided. The district's focus on our English learners was positive. Our EL staff was able to conduct a combination of remote and in-person ELPAC testing to assess our English learners' progress and needs. English Language Development instruction was provided remotely and in-person where small cohorts existed. On-campus small cohorts for English learners were brought on elementary campuses. At Captain Cooper School support was provided by bilingual instructional assistants. Carmel Middle also brought ELs on campus in the cohort model for support. The middle school also hired two additional EL instructional assistants to help support the students remotely and on-campus. All of our students with disabilities received IEP services remotely and some received services in-person in the cohort model. Parents specifically acknowledged the SPED department staff for their ability to meet the needs of the students. At the secondary level, many successful efforts were made to address student needs. CMS created two mandatory study halls for struggling students, and also created a mandatory math support class for students struggling in math. CHS created the Early Alert team. Its sole focus was to provide and make links to additional support for struggling students. CHS also created a Friday schedule set up for both academic and social emotional support. Students were provided with opportunities to get extra support on those days.

Of course there were challenges supporting students with unique needs in distance learning. At the elementary level, due to the impact of COVID in terms of a workable schedule and reduced instructional day, some of the normal support structures in place during a normal year were not able to be provided. Another challenge faced was by our English Language Development Team, they had to do extra training for the Initial and Summative ELPAC to be able to assess remotely and in-person. At the high school level there were struggles getting some of the students who needed extra support to take advantage of what the school was offering in terms of academic and social emotional support opportunities. Those who did not receive extra support was not due to a lack of effort by the school staff to engage those students and their families.

The effectiveness of the distance learning program to date can be attributed to the monumental efforts put forth by all in the CUSD organization to quickly transform our traditional learning model into one that was effective in a remote format with appropriate supports for students. Our families should also be called out for their extraordinary efforts partnering with the schools to help ensure a successful learning experience for their children. While we recognize that all that students learn in a normal school year would be difficult to duplicate in a distance model, we feel that our teachers and staff were successful at ensuring the most important learning was achieved. Our local measures, like STAR assessments at the elementary level show students are doing well and progressing. Student grades at the secondary level, while showing slight dips in some areas and grade levels, are fairly consistent with a normal

school year. Assessment results from our spring state testing will give us another indication and lens from which to evaluate our programs.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Contracted Services with Paper Education Inc to provide a 24/7 chat based individualized tutoring program called Paper Inc. to provide additional support to students in need including low-income, English Learners, Foster Youth, and Homeless students.	$12,000	$24,000	Yes
Purchased Learning Ally Software subscription to provide students (e.g., Students with disabilities and English Language Learners), who struggle to read due to a reading deficit with equitable access to all the books they need to and want to read, including curriculum-aligned text books and literature, popular fiction and more. With an extensive library of human-read audiobooks and a suite of educator tools and resources, will help struggling readers become engaged, independent learners.	$5,876	$10,271.40	Yes
Increased Captain Cooper Elementary intervention teacher's assignment by .2 to make position full time. This teacher will provide support to predominantly low-income students and English Learners.	$20,623.68	$22,834.00	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

There are some substantive differences between the planned actions for the Learning Loss, and what was implemented or expended on the actions, based on our estimated actuals.

1. We budgeted $12,000 for Paper, a chat based tutoring service to be provided to our English learners and newly reclassified Fluent English Proficient students from 6th-12th grade. Due to other students' demonstrated struggles during distance learning, we doubled the licenses so we could provide targeted students at the secondary level with this support increasing our actual expenditure by $12,000.

2. We budgeted $5,876 to purchase Learning Ally Software to support our English Language Learners and students with disabilities (SWD). The Learning Ally estimated actual expenditures did not originally include the professional development fee in the first invoice. This amount captures the first invoice with the PD fee of $4,400 included. Moving forward in future years we will only pay the service fee annually.

3. We budgeted $20,623 to bring the intervention teacher's assignment at Captain Cooper School up to full time. The actual cost of this increase was $2,211 more than budgeted.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

As stated in the Learning Continuity Plan, a key component of addressing learning loss and accelerating learning is having a solid foundation of curriculum, instruction, engagement, support and intervention. Students continued to receive grade-level instruction following the core curriculum at all levels with the prioritization of essential standards. Students attendance was extremely high for the school year relative to traditional years. In addition, additional supports were provided via synchronous lesson support for EL, and SWD via our specialized staff in these areas. Local data collected shows that our elementary students, even though they performed very well with 80% at or above standard, had a very slight decline in performance on the STAR reading assessment in relation to the previous year (82%). The STAR Math assessment was added this year so we have no historical comparisons, although the scores were very high across the board with 76% at or above standard. At the secondary level there was also an increase in first semester non-passing grades for ELA and Mathematics compared to previous years. State testing in the spring will give us more needed data to assess the situation. Considering the circumstances created by COVID, we feel that we were fairly successful in mitigating gaps in learning for our students, although we know gaps do exist for some students. Our early intervention efforts and outreach helped to ensure students stayed engaged, on-track, and received additional supports required. We will need to do more moving forward to bridge the gaps created as an outcome of this COVID influenced school year.

We were effective in addressing learning loss for English learners by increasing supports in the form of continued focus and support by English Language Development (ELD) staff, adding additional ELD staff for increased supports, bringing EL students in to the schools in small cohorts to address their needs, and adding an online tutoring service for our ELs grade 6-12 to provide greater access to support. For our Special Education students we continued to provide support from specialized staff both remotely and in-person. Our most needy students were brought on to school sites in the small cohort model to access additional services and support. Many of our low-income students including any homeless students were brought onto campuses in the small cohort model from the start of the school year to access the internet, receive support from instructional assistants, and access healthy meals. We feel our small cohort model was an effective tool for student engagement and fending off learning loss for students.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

After analyzing state/local data and feedback from stakeholders, parents, students, teachers and staff, we have found the following successes and challenges for each of following elements of distance learning in the 2020-21 school year:

Successes:

The district implements multi-layers of social emotional and behavioral supports to address the well-being of students and staff. Each elementary school and the secondary schools have access to school counselors who act as the point of contact to social emotional resources for many of our students. Our elementary teachers, with the support of school counselors, also implement tier one, SEL programs at the elementary level (Second Step).

At the high school level, the school counselors implemented a new online CHS Student Wellness Center website, proactively provided Friday check-ins, and the high school social worker continued to meet with students and families in the distance learning model. The middle school also implemented regular check-ins with the counselors and facilitated virtual activities to allow students to stay engaged and connected.

To support students staying connected with peers and the school community, we were able to offer small cohorts starting on October 26, 2020. The middle and high school were also able to safely offer sports for students Spring, 2021.

The district continued to link students, staff and families to mental health resources through a new web-based platform, Care Solace, that links individuals to mental health support. This was the first year of implementation with 346 inquiries in the community of CUSD. In addition, we continued to partner with MCBH to provide individual, virtual therapy to students with social-emotional needs.

Challenges:

Although the district was able to offer support to students in a variety of ways as was mentioned above. The lack of in-person counseling services was a challenge, given the fact that much of the support provided had to be done through video conferencing due to COVID restrictions.

Based on focus groups, surveys and data, it was clear that the social-emotional and behavioral well-being of students, staff and families was a concern. Our 2020-2021 data from Care Solace noted that out of 346 inquiries to access mental health support, the primary concerns were anxiety and depression. The use of alcohol also stood out as a substance of use.

Our data from the 2020-2021 California Healthy Kids Survey (CHKS) showed the students expressed having feelings of sadness and hopelessness. Some secondary students also expressed having thoughts about suicide. We also saw secondary students reporting

alcohol and marijauna use. The data from the CHKS supports the anecdotal and concrete feedback the district has received related to concerns for students' social, emotional and behavioral well-being. This all points to the need to continue to focus our work in the area of wellness and social emotional well being for students.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Pupil engagement and outreach during the 2020-21 school year had both success and challenges due to the fluid nature of the COVID pandemic. Regular communication was sent out by the schools and the district in the form of emails, web postings, robocalls and texts, and personal phone calls in an attempt to keep families informed and engaged. For students who were absent during distance learning, we continued to reach out to parents and students when they were not meeting compulsory education requirements. Parents and students appreciated the outreach and called specific attention to their appreciation of outreach in Spanish. The Early Alert Teams at the secondary level and site leadership teams at the elementary level closely monitored student attendance data and identified students in need of support. Supports ranged from social emotional counselling to being placed in an on campus cohort for additional academic guidance. All sites were successful in bringing in students for additional supports and services.

A real challenge as mentioned above was the struggle at the secondary level getting some of the students who needed extra support to take advantage of what the school was offering in terms of academic and social emotional support opportunities. There was not a lack of effort by the school staff to reach out and engage those students and their families.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Nutritious meals were provided for all pupils during the 2020-21 school year, whether they participated in in-person instruction or distance learning. The biggest challenge in providing meals was in maintaining ample staffing, and procuring the sanitation items and foods needed for COVID-19 CDPH safety regulations. Transitioning from on-campus service to off campus deliveries to remote areas of our large geographically remote district was also challenging. Developing plans to reach students in need of food required a two hour delivery time to two different locations. Sourcing food that could be kept at proper temperatures, and purchasing and packaging equipment for this type of service were added challenges.

Even though we sometimes had a skeleton staff and erratic food supply we were able to successfully deliver nutritious meals to over 500 students, providing meal packages for 7 days a week (including all weekends and holidays). We increased our meal participation serving 6,000-7,000 meals per week to keep children nourished throughout the time students were learning in a distance model, and also simultaneously providing meals to our neediest cohort of students learning on campus.

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Mental Health and Social and Emotional Well-Being	Care Solace will allow the district to connect students (e.g., students at-risk/ELL, pupils with exceptional needs), families and staff to reliable, ethical and high quality mental healthcare services within 1 to 24 hours. A multilingual Care Concierge team of experts will be available 24/7 to help staff and families through the process of accessing community-based mental health programs and resources or virtual therapy options	$5,173	$5,173	Yes
Mental Health and Social and Emotional Well-Being	Monterey County Behavioral Health will assign county therapists, for the provision of onsite (and remote) mental health services for all students including those with exceptional needs, low-income students, and students who are homeless and in foster care. Services shall include, individual therapy, group therapy, family therapy, parent and/or teacher consultation, treatment planning, teacher training, parent education, and referrals for crisis intervention as needed due to COVID-19 and the recent fires.	$129,161	$129,161	Yes
N/A	Contract with TUCCI to provide intensive behavioral support, Board Certificated Behavior Analyst (BCBA), and Coordination from a Non-Public Agency (NPA) for pupils with exceptional needs.	$300,000	$228,309.59	No
Mental Health and Social and Emotional Well-Being	Funded 2 CUSD Instructional Coaches to attend the Rutgers University Social-Emotional Learning and Character Development Online Certificate Program	$2,030	$2,030	No

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Distance Learning Program	Purchased Kami Teacher Plan licenses for Math that creates an interactive learning experience.	$280	$99	No
Distance Learning Program	Purchased Presence Learning software to provide live, online special education related services such as, occupational therapist, speech pathologist and language therapist, behavior, and/or mental health.	$10,000	$0	No
Distance Learning Program	Purchased Languagenut Elementary Spanish software license to assist with elementary Spanish instruction and student development in an online environment.	$1,785	$1,785	No
Distance Learning Program	Purchased Edulastic Math Software licenses needed for online assessment tools with technology-enhanced items like SBAC, AIR and PARCC which provides a complete, instant view of student learning and growth.	$600	$600	No
Distance Learning Program	Purchased Vernier Software interactive virtual lab licenses for the science department for distance learning.	$3,206	$3,206	No
Distance Learning Program	Purchased various consumable supplies to support distance learning including headphones, bags to distribute materials, exercise bands, and science kits. These supplies help to support the needs of our low-income, Foster Youth, and Homeless students.	$7,901		Yes
Distance Learning Program	Purchased Musicplay software to provide music instruction and support student development in an online environment.	$162	$149.95	No
Distance Learning Program	Purchased Soundtrap software as a solution to facilitate the digital music program.	$3,078	$3,078	No
Distance Learning Program	Purchased additional licenses for Nearpod which includes interactive lessons, videos, and formative assessments for K-12.	$4,000	$4,000	No

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Distance Learning Program	Purchased Enome Goalbook Toolkit which guides educators working with specialized student populations to vary the levels of instructional support.	$11,900	$11,900	Yes

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

There are some substantive differences between the planned actions for the Additional Actions section, and what was implemented or expended on the actions, based on our estimated actuals.

1. We budgeted $300,000 for intensive behavioral supports with TUCCI, the actual cost of the services provided was significantly less at $228,309. The costs were lower than anticipated.

2. We budgeted $10,000 for Presence Learning software to assist with online special education services. The district was able to effectively support the assessment needs through other means and did not use this service, thus we spent $0 on this line item.

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

During the 2020-21 school year, we have learned many lessons from implementing in-person and distance learning programs. As the district continues to respond to the COVID-19 pandemic, and gather data from the LCP, we are developing goals and actions for the 2021-24 LCAP and broader District Goals based on our experiences and lessons learned.

We are extremely aware of the need to continue to expand in the area of technology to support learners who may be in distance learning or hybrid learning depending on the future trajectory of the COVID-19 situation. As such, we will continue to provide connectivity for targeted groups of students, and continue to increase our device capacity to maintain 1:1 device to student ratios throughout the district.

We also are fully aware that many students have struggled academically throughout this pandemic. Those struggles and associated needs have prompted us to include actions and services in our 2021-2024 LCAP that address the varying academic needs of our student groups. We will work in the area identifying common assessments to inform instruction, monitor student progress, and to identify students needing further assessment and support. For students identified as needing additional support we will provide

targeted interventions. We plan on implementing an Intensive Math support program targeted for students with disabilities at the elementary level. We also plan on increasing support for English learner students at the elementary and middle school levels where the vast majority of our EL students reside. The district will begin to implement a summer academic support and enrichment program for K-8 students focusing on the District's low income student population, and provide a variety of extended learning programs to provide supplemental instruction and support to students and students with exceptional needs who have been identified as needing academic, social-emotional, or other supports.

The social-emotional challenges that students have endured during the pandemic have also influenced the development of our 2021-2024 LCAP. The district intends on establishing universal screener(s) to determine students' social-emotional needs, and providing programs/activities & behavioral support services focused on wellness and social-emotional learning. The district also plans on increasing counseling/ mental health, and behavioral supports.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

There is a focus in the upcoming LCAP around the continuation of addressing pupil learning loss for all student groups. As mentioned in the previous section, the district will work in the area identifying common assessments to inform instruction, monitor student progress, and to identify students needing further assessment and support. For students identified as needing additional support we will provide targeted interventions. We plan on implementing an Intensive Math support program targeted for students with disabilities at the elementary level. We also plan on increasing support for English learner students at the elementary and middle school levels. The district will also provide a variety of extended learning programs to provide supplemental instruction and support to students who have been identified as needing academic, social-emotional, or other supports.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

All substantive differences between the identified actions and services intended to contribute to meeting the increased and improved services requirement and the actual implemented actions and services meeting the requirement have been addressed in previous sections of the report, specifically the Distance Learning and Learning Loss sections.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

The past two school years have been very challenging due to the impact of COVID-19. The first of those years was the final year of our previous LCAP, and this year was guided by the Learning Continuity and Attendance Plan. The district has analyzed and reflected on the outcomes of the past two years through an examination of our state and local data and input from our stakeholder groups as reflected in the above reporting in order to inform our steps forward into a new three year LCAP process.

Our analysis and reflection prompted us to continue our work in improving academic outcomes for all through improved assessment and intervention systems/supports, and providing varying expanded learning opportunities with an increased focus on our English Learners, students with disabilities, and our low-income population.

In the area of support of student social emotional well-being we saw that students reports of positive well-being declined over the two year period. With that in mind the district will focus on developing and improving programs, activities, services, and supports with the goal of increasing student wellness.

Staff development, professional learning, and support have been illuminated during this time of great transition and transformation. The district will continue to focus on providing staff with the training, professional learning, and support needed to continue to improve academic, social-emotional, and behavioral outcomes for all students in the CUSD community.

Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan

Annual Update

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

Actions Related to In-Person Instructional Offerings

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

Actions Related to the Distance Learning Program

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
    - Continuity of Instruction,
    - Access to Devices and Connectivity,

- Pupil Participation and Progress,
- Distance Learning Professional Development,
- Staff Roles and Responsibilities, and
- Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

Analysis of Mental Health and Social and Emotional Well-Being

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

Analysis of Pupil and Family Engagement and Outreach

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

Analysis of School Nutrition

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

Analysis of Additional Actions to Implement the Learning Continuity Plan

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
    - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 *CCR*) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

Annual Update for the 2019–20 Local Control and Accountability Plan Year Expenditure Summary

Total Expenditures by Funding Source		
Funding Source	**2019-20 Annual Update Budgeted**	**2019-20 Annual Update Actual**
All Funding Sources	1,489,648.90	1,534,244.35
General Fund	1,231,989.00	1,330,059.95
General Fund & Low Performing Students Grant	161,234.90	132,872.86
General Fund & Title II	66,525.00	57,074.98
SUMS grant / General Fund	15,900.00	1,885.82
Title IV	14,000.00	12,350.74

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type		
Object Type	**2019-20 Annual Update Budgeted**	**2019-20 Annual Update Actual**
All Expenditure Types	1,489,648.90	1,534,244.35
	1,489,648.90	1,534,244.35

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source			
Object Type	**Funding Source**	**2019-20 Annual Update Budgeted**	**2019-20 Annual Update Actual**
All Expenditure Types	All Funding Sources	1,489,648.90	1,534,244.35
	General Fund	1,231,989.00	1,330,059.95
	General Fund & Low Performing Students Grant	161,234.90	132,872.86
	General Fund & Title II	66,525.00	57,074.98
	SUMS grant / General Fund	15,900.00	1,885.82
	Title IV	14,000.00	12,350.74

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal		
Goal	**2019-20 Annual Update Budgeted**	**2019-20 Annual Update Actual**
Goal 1	1,079,424.90	975,828.46
Goal 2	343,699.00	501,340.91
Goal 3	66,525.00	57,074.98

* Totals based on expenditure amounts in goal and annual update sections.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan Expenditure Summary

Total Expenditures by Offering/Program		
Offering/Program	**2020-21 Budgeted**	**2020-21 Actual**
In-Person Instructional Offerings	$53,544.00	$215,824.35
Distance Learning Program	$672,356.00	$716,736.22
Pupil Learning Loss	$38,499.68	$57,105.40
Additional Actions and Plan Requirements	$479,276.00	$389,491.54
All Expenditures in Learning Continuity and Attendance Plan	$1,243,675.68	$1,379,157.51

Expenditures by Offering/Program (Not Contributing to Increased/Improved requirement)		
Offering/Program	**2020-21 Budgeted**	**2020-21 Actual**
In-Person Instructional Offerings	$53,544.00	$215,824.35
Distance Learning Program	$543,977.00	$594,120.50
Pupil Learning Loss		
Additional Actions and Plan Requirements	$325,141.00	$243,257.54
All Expenditures in Learning Continuity and Attendance Plan	$922,662.00	$1,053,202.39

Expenditures by Offering/Program (Contributing to Increased/Improved requirement)		
Offering/Program	**2020-21 Budgeted**	**2020-21 Actual**
In-Person Instructional Offerings		
Distance Learning Program	$128,379.00	$122,615.72
Pupil Learning Loss	$38,499.68	$57,105.40
Additional Actions and Plan Requirements	$154,135.00	$146,234.00
All Expenditures in Learning Continuity and Attendance Plan	$321,013.68	$325,955.12

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Carmel Unified School District	Blaise DiGirolamo Chief Academic Officer	bdigirolamo@carmelunified.org 831-624-1546 ext. 2031

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

Carmel Unified School District (CUSD) is a small school district that services a very large geographic area spanning from Carmel-by-the-Sea to the outer reaches of Carmel Valley to the east, and south 47 miles to our district boundary in Big Sur. The district serves a diverse student population from across 464 square miles. CUSD has three elementary schools, Carmel River Elementary School in Carmel, Tularcitos Elementary School in Carmel Valley, and Captain Cooper Elementary School in Big Sur. The district has one middle school and one comprehensive high school, Carmel Middle School and Carmel high school respectively. Additionally, CUSD has a continuation high school named Carmel Valley High School; and the Carmelo Child Development Center which provides preschool, before/after school programs, and a Transitional Kindergarten program. Based on our most recent state reporting Carmel Unified has a current overall student enrollment of 2,335 students.

Like all communities in the state of California we have faced challenges related to the impact of the COVID-19 pandemic. Due to its

predominantly rural nature, our community has also been affected by wildfires and other natural events. Our students have endured unprecedented change and many difficulties during this past year. Our community has shown resilience dealing with all of the challenges faced during this time period. We are committed to continue to work in support of the academic, behavioral, and social-emotional well being of all of our students.

Each year, all California school districts are required to develop a Local Control Accountability Plan (LCAP). Our LCAP identifies targeted strategies to support student success both inside and outside of the classroom as well as related metrics, including our current status, aligned to the state's eight priorities areas. The eight priorities are 1) Basic Services, 2) Implementation of State Standards, 3) Parent Involvement, 4) Pupil Achievement, 5) Pupil Engagement, 6) School Climate, 7) Course Access, and 8) Other Pupil Outcomes. These priority areas are further organized into three broad categories: conditions for learning, pupil (student) outcomes, and engagement.

California uses a Local Control Funding Formula (LCFF) to allocate money to its school districts, and the LCAP is a requirement to both gather stakeholder input and to articulate a district's plan to use the allotted money. Since Carmel Unified School District (CUSD) is a Basic Aid District, the largest portion of our revenue is generated through local property taxes. Consequently, the Minimum Proportionality Percentage, which identifies LCFF for our identified groups – English Learners, students from low-income families and Foster Youth – is 2.90%. The percentage of our district population of these identified groups is:

- Students from low-income families: 12.5%
- Students with Disabilities: 10.5%
- English Learners: 2.8%
- Homeless Youth: 0.3%
- Foster Youth: 0.1%

The Mission Statement for Carmel Unified:
The Carmel Unified School District community produces lifelong learners who are prepared for the challenges of higher education, the workplace, and their role as citizens of an ever-changing global community.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Due to the impact of COVID-19, the state of California decided to eliminate state testing, accountability measures, and comprehensive data reporting into the California School Dashboard for 2020. This has influenced how our district is viewing success. Some data was collected and made available from the previous year, some data is still deemed relevant from the 2019 dashboard, and local information as well as stakeholder input gives us another lens from which to view our successes.

CUSD is proud to maintain excellent basic services for our community. We continue to ensure that students are taught by highly qualified teachers, using standards-aligned instructional materials accessible to all students, and our facilities are consistently in good repair.

CUSD continued to maintain a very high graduation rate at 96.5% in 2020. The rate improved slightly from the previous year. Our low income students graduated at an even higher rate of 98.1% in 2020, which was over a 7% increase from the previous year and is an important success to call out. Another area where we had current data available and showed positive results was in the area of College and Career. The percentage of our students who were deemed prepared increased by 1.4% from the previous year to 73.3% for 2020. Once again we saw excellent growth from our low income students. They rose 14% from the previous year to 61.5% prepared for 2020. We will continue to build on these successes going forward.

Our students continue to have broad access to AP classes and score well on the exams. Our students took 922 AP exams in 2020 with 78% of students scoring a 3 or better. These are numbers to feel good about as they reflect positive outcomes for our students and our commitment to open access to challenging courses for all students.
The district traditionally performs very well on the state's annual assessments. The spring of 2019 was the last time these assessments were given. The district performed in the "Very High" levels for both English Language Arts and Mathematics. We attribute the high performance levels to our commitment to provide grade level appropriate standards-based instruction to all of our students. The district will continue to focus on improving our instructional programs for all students.

Our English Language Learners continue to make progress towards fluency. In the last administration of the Summative English Language Proficiency Assessment for California (ELPAC) 54.2% of our English Learners showed they were making progress. Our rate for students being Reclassified as Fluent English Proficient was 38.8%. We are pleased with the results, but we will continue to focus on improving outcomes for this student group.

Another area of success to call out is the districts' response to the COVID-19 pandemic with the transformation of our programs to address the reality that in-person school was not possible for a long period of time. The district, its schools, and its staff maintained a focus on standards based instruction, created flexible and responsive schedules to support student learning, provided access to technology and connectivity for all in the district, supported professional learning for staff to adapt to the new situation, adapted professional roles and responsibilities to meet the needs of students, and supported students with exceptional needs throughout the pandemic. New systems of monitoring student engagement with outreach were implemented across the district to ensure positive attendance and academic engagement, as a result attendance rates were very high. The district also implemented multiple layers of social emotional and behavioral supports to address the well-being of students and staff throughout this difficult situation. We were very successful in continuing to provide free nutritious meals to all students in need across the district since the pandemic began as well.

An important success and point of pride for CUSD was our selection for the 2020 California Green Ribbon Schools awards. We were among 8 districts and 25 schools to receive the award across the state. We were also one of five "Green Achievers" nominated by the State Superintendent to receive U.S. Department of Education Green Ribbon Schools (ED-GRS) recognition and received that status from the federal government. We were recognized for conserving resources while promoting health and environmental literacy. We were among 39 schools, 11 districts, and five postsecondary institutions to be honored nationally.

Another important success is Carmel High School's selection as a California Distinguished School for 2021. After a review of the data, CDE recognized CHS for this distinction because of its exceptional record of providing for all students and its commitment to data-driven efforts that prepare students for college and career.

CUSD will continue to build on our success by focusing on the goals, actions, and services developed in this LCAP to ensure positive and equitable outcomes for our students.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Similar to the above Successes section, this section is addressing relevant data from the 2019 Dashboard, local data, and stakeholder input.

Based on the 2019 Dashboard, chronic absenteeism was the only overall indicator that was identified in the "Orange" category, with 9.7% of students absent 10% of the time. In response to this data the district will include actions and services in the LCAP around analyzing the patterns and causes of absenteeism, establishing common practices and procedures, researching and designing effective attendance practices, and communicating with families the importance of attendance for the success of their children.

While our overall performance of all students on state assessments has been very high (Blue), we do have groups underperforming relative to those assessments. On the 2019 Dashboard in the Academic Performance category the English Language Arts Indicator showed that: Students with Disabilities (Orange), and English Language Learners (Orange) were performing more than two performance levels lower than the all student group. While these groups are outperforming their peers statewide, their performance gap is still an area of focus and need. Similarly, the same two groups performed in the "Orange" category for Mathematics as well. Our Hispanic subgroup and low-income students also showed a gap performing in the "Yellow" category as compared to our very high (Blue) all student performance. Once again these groups are outperforming their like groups statewide, but their performance gap requires work on our part. The district will address the needs represented here with a variety of actions and services in the LCAP.

A review of secondary student report card/progress ELA and Math grades shows that significantly more students had letter grades below C compared to the previous year. When broken down by grade level, the increases ranged from 4% to nearly 20% more students in 2020-21 earning Ds or Fs as compared with 2019-20. We also know that the reduced class time during distance and in-person learning meant that students in all grades experienced less content instruction than in a typical school year.

The district will address performance gaps and academic performance through a variety of actions and services contained in the LCAP. Some of these actions are related to improved assessment and targeted interventions for students. Other actions are related to increased staffing support and increased training for teachers in instructional strategies to more effectively work with English learners, students with disabilities, and struggling learners. Still other actions are related to training teachers to implement improved literacy programs at the elementary level focusing on students with disabilities, English language learners, as well as all learners. There are also actions around improving Mathematics Instruction, including one is specifically around providing an intensive math intervention program for students with

disabilities. The Carmel Special Education Planning team (SEP) identified a root cause of lack of foundational reading skills in some students with disabilities and the need for consistent assessment measures to identify the needs of struggling readers that allow for alignment to interventions. This analysis was based on the dashboard data, CAASPP scores by school site, teacher observations, progress reports for students with disabilities, and intervention numbers per site were reviewed. In Math for students with disabilities, the SEP Team identified the lack of foundational skills in math and the pace of the math instruction/curriculum to be a potential root cause for why there is a gap between students with disabilities and their typical peers.

An area of concern that has distinctly emerged this year related to School Climate is the social emotional well-being and mental health of our students. All of our stakeholder groups loudly and clearly called out a need for improved and increased support for student wellness, especially related to the impact that the COVID-19 pandemic has had on the lives of our students and school community. The 2020-21 data from Care Solace, our web-based mental health referral and support program, noted that out of 346 inquiries to access mental health support, the primary concerns were anxiety and depression. We also saw data emerge from the 2020 California Healthy Kids Survey administration that supports the idea that students are in need. The survey showed that students expressed having increased feelings of sadness and hopelessness compared to previous years. Some secondary students also expressed having thoughts about suicide. Secondary students reported alcohol and marijauna use higher than in years past as well. Our response to this information can be found in actions and services called out in this LCAP. We will focus in the area of wellness and social emotional support for students, by screening students, implementing programs and services, and increasing student access to counselling and mental health services on our campuses.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

CUSD will continue to focus on three areas identified as overarching, driving priorities of the district as the main goals in this LCAP:

1. Instructional Excellence and Innovation

2. Student Support and Engagement

3. Continuous Professional Learning

The district's LCAP establishes goals, measurable outcomes, actions and services, and aligns expenditures in the support of positive outcomes for all students. The plan addresses our identified needs in a systematic manner, striving to close achievement gaps for specified student groups, supporting the social-emotional well being of all students, and preparing our staff to meet the academic, social-emotional and behavioral needs of our students.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

For the engagement of stakeholders as required in the LCAP process, CUSD used a multi-faceted approach. The district consulted with all stakeholder groups as required, including teachers, principals, administrators, other site personnel, local bargaining units, parents, and students in the development of this plan.

As in the past, the district sent out an LCAP Stakeholder Engagement Survey to parents, teachers, staff, and students with the intent to gather feedback and suggestions relating to the development of this LCAP. The survey was open for the month of March. We received 300 responses to the survey from our stakeholders.

As a change to past practice, this year the district sites established Stakeholder LCAP Development Committees made up of administrators, teachers, classified staff, and parents. The intent of these committees was to review site and district data, identify what was working, identify new areas in need or areas needing improvement or refinement, and to provide input on actions and services that would address the identified needs. These groups met between February and late March with their work culminating at a district wide combined meeting of all the site groups on April 1, 2021. At this meeting each group shared the summary of their work and engaged in discussion around common themes and needs seen across the district, identifying priority actions and services that would be beneficial to meet the needs of our students.

Site administrators engaged their staff with data presentation and discussions around current realities and areas of need. At multiple sites, administrators also engaged students, seeking their input related to actions and services to be developed in the LCAP.

Throughout the year, site and district administrators reviewed student data and circumstances related to the pandemic establishing a perspective from which to view our strategic planning. From the early winter through late spring this group met weekly to engage in our strategic planning processes in support of the LCAP development. They reviewed the LCAP survey results, identifying common trends and suggested actions and services. They also helped to establish the priorities of focus based on existing data, student need, stakeholder input.

Over twenty meetings were held, not including the weekly Administrative Council meetings, to engage stakeholders throughout this process.

As required, the plan draft was presented to the District English Learner Advisory Committee (DELAC), the District Parent Advisory Committee, and Special Education Local Area Plan (SELPA) administrator prior to the board hearing and adoption.

A summary of the feedback provided by specific stakeholder groups.

During our stakeholder engagement process we asked for input related to evaluating both our 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan, as well as input to help guide our future planning.

Summary of survey feedback related to distance learning:

Parents mentioned challenges with connectivity and access to technology support, teachers working hard to make connections and support students, positive reviews around the use of Google Classroom, mixed reviews on the quality of distance learning sometimes relating to connectivity, and an appreciation of the Special Education (SpEd) department's ability to meet the needs of their students. Parents also made suggestions for improvement through additional support provided to all student groups, and expanding our technology services to provide even greater internet connectivity.

Staff gave positive feedback around distance learning professional development. They suggested flexibility in scheduling of Individualized Education Programs (IEPs), 504s and Student Study Teams (SSTs) to provide parents greater access, using consistent assessments to be able to track student progress, and the need to ensure adequate tech support and hardware to meet future needs.

Students mentioned that distance learning can be a struggle, but that block days were helpful. They also mentioned that Google Classroom was a helpful tool. Students also suggested the need for improved connectivity.

The common trend that emerged in this overall section was the need for support with technology and connectivity.

Summary of survey feedback related to academic, social-emotional and mental health student supports:

Parents expressed a general concern about long term mental health impact the pandemic has had on students. They pointed to a need for increased social interaction opportunities for students. They also expressed appreciation for the support that was provided by staff both academically and emotionally, and that their experiences with bilingual support staff was helpful. In general parents expressed a need to expand services and promote more proactive approaches by counseling staff and support personnel throughout the district to meet the varying needs of students.

Staff pointed to focusing on strengthening services, resources to mitigate learning loss, and a need to focus on socio-emotional health/wellness upon return to school.

Students felt they have received good support from their teachers, instructional aides, and counselors.

The common theme that emerged was a need to focus on social-emotional health and wellness through increased services.

Summary of survey feedback related to pupil and family outreach:

Parents expressed the value of Google Classroom as a communication tool, they appreciated regular check-ins with teachers and support staff, they called out the value of bilingual counselling support at Captain Cooper, and they found communications in Spanish to be helpful.

Parents want to see a continued effort to ensure communications are sent in multiple languages, as well as services, resources, and staff to assist with greater outreach.

Staff also mentioned Google Classroom as an effective communication platform. They also expressed their appreciation for staff focused on outreach, and bilingual counselling support. Staff recommended that we better our connections with families in our outlying communities, improve internet access, and increase our bilingual supports.
Students generally expressed that outreach has been good in their opinion.

The common themes that emerged in this section centered around improved communication and outreach in multiple languages.

Summary of survey feedback related to critical programs and services:

Parents expressed the need for students to be back in school in-person resources and services. They mentioned the need to continue the focus on College and Career Readiness with a balance between academics and opportunities for those who wish to enter the workforce post high school. Specialist programs (electives) at the elementary level are well received and parents want to see them continue. Parents also praised our support services (counseling, intervention, SpEd and English Language Development or ELD) focusing on underperforming students. Parents expressed the district needed to continue to focus on student wellness and mental health issues through expanded support services. They also called for increased academic support, tutoring, office hours, and afterschool programs to meet the needs of specific student groups.

Staff feedback centered around students wellness supports, and making sure we have adequate intervention staff as well as special education staff to support all students.

Students expressed their satisfaction with clubs and activities, and also desire more afterschool programs.

The common themes that emerged here related to academic intervention and mental health support.

Summary of survey feedback related suggested programs and services:

Parents suggested increased support via social workers or therapists to assist students and families as well as increasing after school programs for more academic support.

Staff also expressed the desire for increased expanded learning programs ranging from after school programs to summer opportunities.

Students want more opportunities for social interaction, access to wellness support, and more after school programming.

The common themes that emerged related to increased student support and expanded learning opportunities.

As mentioned in the section above, our site LCAP Stakeholder Committees met jointly on April 1, 2021. The following common themes for focus emerged from their work and discussion:

Mental Health/Social Emotional Learning (SEL)
After School Programs + Additional Support
Supports for English Learners (ELs)
Improving Communication - i.e., Community Liaison, Outreach in Multiple Languages
Bilingual Counseling Support
Professional Development for Staff
Support with Technology & Connectivity

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Our stakeholder feedback was critical in the development of this LCAP. Stakeholders resoundingly called for an increase in mental health services for our students. Based on this feedback and other pertinent data, the district is including specific action to provide more mental health personnel to support the needs of our students. Stakeholders called out the need for interventions and expanded learning opportunities to meet the needs of our students coming out of the pandemic. This LCAP includes several specific actions targeted in these areas as a result of that feedback. Stakeholders also expressed the need for increased support for our English Learners (ELs). This feedback in conjunction with other data has led to actions in this LCAP including increasing paraprofessionals supporting ELs at the middle school and increased bilingual counselling support for Captain Cooper.

Goals and Actions

Goal

Goal #	Description
1	All students engage in challenging, innovative and relevant learning experiences to prepare them for college, career and global citizenship.

An explanation of why the LEA has developed this goal.

CUSD has developed this goal because it represents the core values of our district in terms of what we believe we should provide all students. Parents and staff have indicated they want to see a continuation of rigorous, high quality, and supportive academic programs. We have high expectations that our students can learn and be successful. And we also feel that we can help students who are not finding academic success with the support necessary to achieve it. The actions below relating to academic focus, student assessment and monitoring, interventions and supports, and expanded learning opportunities will help to move the needle for all students. The related metrics reflecting high expectations will help to illuminate our successes and progress towards the goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students with scores of “Meets” or “Exceeds” on the ELA portion of the California Assessment of Student Performance and Progress (CAASPP). Priority 4	No current baseline available due to suspension of the CAASPP for the 2019-20 school year. The baseline will be established on the Year 1 outcome line after the results for the 2020-21 CAASPP administration.				ELA: 85%
% of students with scores of “Meets” or “Exceeds” on the Mathematics portion of the California Assessment of	No current baseline available due to suspension of the CAASPP for the 2019-20 school year. The baseline will be				Math: 80%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Student Performance and Progress (CAASPP). Priority 4	established on the Year 1 outcome line after the results for the 2020-21 CAASPP administration.				
Renaissance STAR - Elementary % of 3rd through 5th grade students performing as meeting or exceeding grade level standards for ELA and Math on the March administration of the STAR assessments for reading and math. Priority 8	March 2020-21 STAR Results: ELA: 80.00% Math: 76.00%				ELA: 85% Math: 85%
Grades - Secondary % of students in grades 6-8 and 11, earning a passing grade of C or better in both English/Language Arts and Math on their first semester report card. Priority 8	2020-21 First Semester Grades: ELA: 87.79% Math: 85.54%				ELA: 90% Math: 90%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of EL students either moving one level, maintaining their current level for only a second year, and/or meeting reclassification criteria based on the Summative ELPAC. Priority 4	No current baseline available due to suspension of the Summative ELPAC for the 2019-20 school year. The baseline will be established on the Year 1 outcome line after the results for the 2020-21 Summative ELPAC administration.				65% of EL students will either move one level, maintain their current level for only a second year, and/or meet reclassification criteria on the Summative ELPAC.
% of English Learners Reclassified as English Proficient. (RFEP) Priority 4	2019-20 Data Results: District Overall: 38.8%				The % of English Learners Reclassified (RFEP) = 40%
% of targeted support students meeting their site defined growth target. K-5: Reading- making progress to “Benchmark” as measured by site reading assessments Math - More than 70% on Topic Tests	Due to the impact of COVID-19 on our school schedules and structures in order to provide for distance learning, hybrid learning, and ultimately full time instruction; interventions were not structured or tracked as in a traditional year. Therefore baseline data will be set in year one.				85% of targeted support students will meet their site defined growth targets

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
6-8: ELA - “C” or better Math - “C” or better 9-12: Strategies - Meet Individual Learning Plan (ILP) targets Writing Strategies - “C” or better in connected English class Math Support - “C” or better in connected math class CVHS: All students & parents Meet Individualized Learning Plan (ILP) targets Priority 8					
% of students successfully completing A-G courses Priority 4	2019-20 A-G Completion Results: 75%				Maintain or improve
% of students passing Advanced Placement (AP) exams (3+) Priority 4	2019-20 AP Results: 78% (471 AP students taking 922 tests)				Maintain or improve

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of students demonstrating college preparedness (College/Career Readiness Indicator from the CA Dashboard) Priority 4	2019-20 CCRI Data Results: 73.3% of graduates demonstrate college preparedness on the CCRI				Maintain or improve
Implementation of the academic content and performance standards adopted by the state board Priority 2	The district fully implements all California state adopted standards: Common Core ELA and Math, English Language Development, Next Generation Science Standards, History Social Science, as well as World Language, Visual and Performing Arts,Physical Education, Health Education, and Career Technical Education.				Maintain
How the programs and services will enable English learners to access the CCSS and the ELD standards for	The district provides both integrated and designated ELD instruction as well as additional stupports as needed to assist				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
purposes of gaining academic content knowledge and English language proficiency Priority 2	English Learners gain academic knowledge and English language proficiency.				
Student access and enrollment in all required areas of study Priority 7	Students have access and are enrolled in all required areas of study as monitored through CalPads & and Aeries (SIS).				Maintain
A broad course of study that includes all of the subject areas described in Section 51210 and Section 51220(a) to (i), as applicable Priority 7	Students have access and are enrolled in a broad course of study including Health, PE, VAPA, World Languages, CTE, AP, Dual Enrollment, Computers, and other elective offerings as monitored through CalPads and Aeries (SIS).				Maintain
Programs and services developed and provided to unduplicated pupils Priority 7	The district provides open access to Advanced Placement, Dual Enrollment, and CTE pathways, as well as a robust set of elective offerings across the district.				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	The district also provides English Language Development instruction and operates an inclusion model (Co-teaching) for Students with Disabilities as monitored through CalPads and Aeries (SIS).				
% of students in CTE pathways marked as completers Priority 4	2019-20 CTE Results: 100% (121 students completed)				Maintain
% Teachers are appropriately assigned and credentials in subject areas Priority 1	2020-21 Rates: 94.8%				Maintain or improve
% Students have sufficient access to standards-aligned instructional materials Priority 1	2020-21 Rates: 100%				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
School facilities are maintained in good repair Priority 1	2020-21 FIT Report Data: MET Standard (few "Deficiencies" – mostly ceiling tiles; 0 "Extreme Deficiencies")				Maintain or improve

Actions

Action #	Title	Description	Total Funds	Contributing
1	Common Assessments for Instruction and Intervention	Identify common assessments across the district to analyze using our data system (Illuminate) in order to inform instruction, monitor student progress, and to identify students needing further assessment or interventions.	$13,633.00	Yes
2	Response to Intervention Staffing	Provide all students identified for intervention with targeted strategies for support.	$879,014.00	Yes
3	Math Instructional Leadership Team	Develop a Math Instructional Leadership Team made up of instructional coaches, teachers, and administrators to review current district practices, analyze student and district data, select instructional materials, and develop strategies to meet the needs of all students.	$131,572.00	Yes
4	K-8 Summer Program for Low-Income Students	Implement a summer academic support and enrichment program for K-8 students focusing on the District's low-income student population.	$16,000.00	Yes
5	Extended Learning Programming	The district will provide a variety of extended learning programs to provide supplemental instruction and support to students and students	$187,572.00	Yes

Action #	Title	Description	Total Funds	Contributing
		with exceptional needs who have been identified as needing academic, social emotional, or other support.		
6	SpEd Math Intervention	The district will implement an Intensive Math support program (Do the Math) targeted for elementary students with disabilities.	$8,000.00	No
7	EL Supports	Increase personnel directly supporting English learner students at the elementary and middle school levels.	$137,129.00	Yes
8	Bilingual Counselor	Increase the FTE of our bilingual counselor at Captain Cooper to full time in support of student needs.	$25,770.00	Yes
9	PIO/Bilingual Outreach	Create a communication position in which part of the duties are specific to outreach to our Spanish speaking families in support of student success.	$27,467.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
2	All students will achieve personal wellness through supportive and engaging school environments that fosters health, happiness, and collaboration between our schools and families.

An explanation of why the LEA has developed this goal.

CUSD developed this goal because it aligns to our district focus on student support and engagement. The metrics below reflect solid benchmarks around the achievement of, or progress towards the goal. We believe the actions focused on providing social-emotional and mental health support, along with improving engagement through improved attendance will help us achieve the goal.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CUSD Chronic Absenteeism % Priority 5	2018-19 Chronic Absenteeism Rates: Chronically Absent: 9.69% Socio-economically Disadvantaged 15.1% Hispanic 11.1% Student with disabilities 13.1% English Learners 9.7%				By 2024, CUSD will keep Chronic Absenteeism to 7% or less.
% of Student reports of caring relationships and school connectedness on the California Healthy Kids Survey.	2020-21 California Healthy Kids Survey Results: Caring adults in school				Student reports of caring relationships and school connectedness will exceed 95% on the California Healthy Kids Survey.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Priority 6	(High/Moderate); CUSD/State Avg. Gr. 5 - 82%/73% Gr. 7 - 67%/60.9% Gr. 9 - 51%/56% Gr. 11 - 65%/60.1% School connectedness (High/Moderate); CUSD/State Avg. Gr. 5 - *N/A%/74% Gr. 7 - *N/A%/61.8% Gr. 9 - *N/A%/56.9% Gr. 11 - *N/A%/53.4% *CUSD data above is not available because schools were not in-person and the questions were not asked.				
% of student reports of drug or alcohol abuse, feelings of sadness or hopelessness, and harassment or bullying on the California Healthy Kids Survey and local measures. Priority 6	2020-21 California Healthy Kids Survey Results: *State averages indicated below are not from the 2020-21 school year like our data. They are compiled from the pre-pandemic 2017-2019 administrations of the CHKS across the state.				Student reports of drug or alcohol abuse, feelings of sadness or hopelessness, and harassment or bullying on the California Healthy Kids Survey and local measures will be below the state average.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Drug and Alcohol Usage: CUSD Average/State Average - Gr. 7 - Alcohol: 2%/6.9%; Other Drug (Marijuana): 0%/3.6% - met Gr. 9 - Alcohol: 13%/14.6%; Other Drug (Marijuana): 9%/9.7% - met Gr. 11 - Alcohol: 31%/23.4%; Other Drug (Marijuana): 23%/16.1%- not met Binge Drinking: CUSD Average/State Average - Gr. 11 – 18%/8.5% - not met Chronic feelings of sadness or hopelessness, past 12 months: CUSD Average/State Average - Gr. 7 - 34%/30.4% - not met Gr. 9 - 46%/32.6% - not met Gr. 11 - 51%/36.5% - not met				

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Harassed or bullied on school property, past 12 months: CUSD Average/State Average - Gr. 7 - *N/A%/36.6% Gr. 9 - *N/A%/30.4% Gr. 11 - *N/A%/26.9% *CUSD data above is not available because schools were not in-person and the questions were not asked.				
CUSD Secondary Dropout % Priority 5	2019-20 Dropout Rates: Middle School: 0.0% High School: 0.3%				Maintain or improve
CUSD Graduation % Priority 5	2019-20 Graduation Rates: 96.5%				Maintain or improve
CUSD School Attendance % Priority 5	2020-21 Attendance Rates: 98.32%				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Parent opinions around school safety and connectedness. Priority 6	Feb. 2020 Survey Results: 97% of parents agree “Their child’s school is a safe place for their child” 98% of parents agree “Their child’s school is a supportive/inviting place for students to learn.” 96% of parents agree “Teachers and other adult staff go out of their way to help students.”				Maintain
CUSD Suspension % Priority 6	2019-20 Suspension Rates: 1.8%				Maintain or improve
CUSD Expulsion % Priority 6	2019-20 Expulsion Rates: 0.0%				Maintain or keep below 1%
Efforts the school district makes to seek parent input in making decisions for the	Parent meetings were held to gather input ELAC/DELAC/SSC/PTO/PTA/CAC.				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
school district and each individual school site. Priority 3	CUSD Administers a bi-annual parent survey. Feb. 2020 Survey Results: 94% of parents agree “The school seeks input and welcomes parents’ contributions.”				
How the school district will promote parental participation in programs for unduplicated pupils Priority 3	Parent meetings were held to gather input ELAC/DELAC/SSC/PTO/PTA/CAC. Feb. 2020 Survey Results: 94% of parents agree “The school encourages me to be an active partner..”				Maintain
How the school district will promote parental participation in programs for individuals with exceptional needs Priority 3	All parents, including parents of students with exceptional needs, are annually informed of school and district practices, and are invited to participate in various				Maintain

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	stakeholder committees including the following: School Site Councils, English Learner Advisory Committee, and Parent Teacher Associations/Organizations. The district seeks communication, input, and parental participation in programs for individuals with exceptional needs through its IEP and 504 processes.				

Actions

Action #	Title	Description	Total Funds	Contributing
1	Chronic Absenteeism Response	District and site leadership teams will analyze the causes and patterns of chronic absenteeism to establish consistent policy and practice; research and design strategies to reduce frequency; and communicate to families the importance of school attendance and its relationship to student success.	$1,000.00	No
2	Wellness and Social Emotional Programs and Supports	The district will focus on counselling services, behavioral support services, and providing programs/activities, focused on wellness and social-emotional learning including self-awareness, self-management, social awareness, relationship skills, and responsible decision making.	$699,074.00	Yes

Action #	Title	Description	Total Funds	Contributing
3	SEL - Screeners	Establish universal screener(s) to determine students' social-emotional needs (e.g., Covitality, Obviate, SAEBRS).	$12,000.00	No
4	Mental Health Services	Increase mental health support services for students through the addition of clinicians.	$350,812.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
3	All staff will engage in valuable, high quality professional learning that assist them in meeting the district's academic and social-emotional goals.

An explanation of why the LEA has developed this goal.

Continuous professional learning has consistently been a district priority. This goal was developed in conjunction with the academic achievement and support goals as well as the district priority. Staff need to access training and professional development in support of our efforts on the behalf of our different student groups. The actions below focus on professional learning designed to improve our academic programs for all students, with a focus on students with disabilities and English Learners. The related metrics will help us evaluate the effectiveness and implementation status of our efforts.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of certificated and classified employees will "Agree" or "Strongly Agree" that professional learning is useful in their work as measured through the CUSD Professional Learning Feedback Survey.	2020-21 Data: 90.48% Strongly Agreed or Agreed				95% of certificated and classified employees will "Agree" or "Strongly Agree" that professional learning is useful in their work as measured through the CUSD Professional Learning Feedback Survey.
% of teachers participating in instructional coaching reporting the support was valuable.	Baseline data will be established in year one.				90% of teachers participating in instructional coaching will report the support was valuable.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
% of relevant TK-5th grade staff trained on an evidence-based, multisensory, structured literacy approach and model	NEW METRIC - UPDATE BASELINE DATA 2020-21 Data:				By 2024, 100% of relevant TK-5th grade staff will engage in extensive professional learning on an evidence-based, multisensory, structured literacy approach and model in order to support the reading development of all elementary Special Education, English Learner, and General Education students

Actions

Action #	Title	Description	Total Funds	Contributing
1	Professional Learning - Instructional Strategies	Provide teachers & site leaders access to professional learning focused on instructional strategies supporting all students, including Universal Design for Learning (UDL), with particular attention to English Learners, Special Education, disadvantaged and advanced learner students.	$17,056.00	Yes
2	Vertical Articulation	Provide all teachers with time, protocols, and resources for vertical articulation related to their content areas and standards, with increased emphasis on the upper elementary to middle school and middle school to high school articulations focused on closing achievement gaps.	$9,645.00	No

Action #	Title	Description	Total Funds	Contributing
3	Multisensory Structured Literacy Training	The district in collaboration with outside experts will facilitate multisensory structured literacy training to elementary staff in cohorts to include Special Education teachers, speech therapists, instructional coaches, intervention teachers, English Learner Specialists,TK-5th grade teachers, and Special Education instructional aides through a multi-year scaling up process.	$9,378.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
3.00%	$655,596

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

CUSD makes it a priority to first consider and respond to the needs and conditions of English Learners, low-income students, foster youth, and students experiencing homelessness, as well as students with disabilities in the development of our LCAP. The actions of Goal 1 focus on continued improvement of our assessment and intervention programs, opportunities for extended learning, and direct targeted supports to unduplicated student groups in order to help close the achievement gaps for these student groups. The actions in Goal 2 focus on creating healthy and engaging school environments by focusing on providing students with social-emotional/mental health supports provided by trained staff, and promoting positive attendance to bolster both student achievement and student access to social-emotional support services. The actions in Goal 3 focus on professional learning designed to improve instructional practices particularly focused on students with disabilities and English Learners in order to better support their needs and to narrow achievement gaps for these lower performing student groups. Each action below is contributing to increasing and/or improving services for these students, and is expected to demonstrate effectiveness through positive measurable outcomes in related metrics associated with the goals.

Goal 1

Action 1 - Common Assessments for Instruction and Intervention, Action 2 - Response to Intervention Staffing, and Action 3 Math Instructional Leadership Team: Due to the continuing achievement gaps present between our English Learners, low-income students, and students with disabilities compared to that of all other students, the district developed these actions. It is clear that quality assessment practices that inform instruction as well as intervention needs and targeted interventions are linked to improved student outcomes. Instructional coaching in the area of mathematics supports high quality teaching using tier 1 intervention strategies which has been shown to improve student outcomes as well. We have seen our subgroup performance outpace comparable subgroups across the state with the implementation of targeted intervention strategies as well as instructional coaching. These actions are being provided on a district wide

basis and we expect that all students will benefit from them. However, we expect that these actions will be most effective at increasing student achievement for our unduplicated student groups.

Action 4- K-8 Summer Program for Low-Income Students, Action 5 - Extended Learning Programming: Due to the continuing achievement gaps present between our low-income students, English Learners, and students with disabilities compared to that of all other students, and the lack of access to opportunities that our low-income families face in providing extended educational opportunities to their children, the district developed this action and its related services. Providing extended learning programs to targeted students identified as having academic and social-emotional needs is a key component to addressing the needs of the whole child. This action and its related services are being implemented on a district wide basis to targeted students. We expect these actions will be effective in meeting the needs of our unduplicated student groups and result in an increase in student proficiency metrics..

Action 7 - English Learner Supports: Based on our data it is apparent that our English Learner students underperform as compared to all students in general. Because of this, the district has developed this action and related services specific to addressing the needs of our English Learners. This action is specific to increasing the assignment of the ELD/Intervention teacher at Captain Cooper School and adding EL instructional aides at Carmel Middle School to support the success of the large number of ELs on the site. Increasing the position at Cooper will be an effective means in providing more support to its EL students and will be reflected in improved performance. The additions at the middle school level are intended to provide more support to our EL students as well. The increases are modeled after the existing paraprofessional support structure for students with disabilities currently implemented at the site. That structure has been beneficial to our SpEd students there, and the intention is to replicate those successes with our English Learners at CMS.

Action 8 - Bilingual Counselor: This action is specific to Captain Cooper School, our only Title I school in the district. Based on the performance gaps of the predominantly unduplicated student group population of Captain Cooper relative to other schools in the district, the predominance of Spanish speaking families at the site, and stakeholder input, increasing support services for these students and families is vital to improving academic outcomes.

Goal 2

Action 2 - Wellness and Social Emotional Programs and Supports and Action 4 - Mental health services: During the past two COVID-19 pandemic related school years we have seen need related to the social-emotional well-being and mental health of our students. Students have faced many challenges and stressors relating to coping with the impact of the pandemic. Underperforming student groups, particularly low-income students, are facing exceedingly difficult circumstances and traditionally have limited access to mental health support in the community. Our data from both Care Solace and the California Healthy Kids Survey (CHKS) suggest that students are feeling sadness and loneliness, and experiencing anxiety and depression often turning to substances for relief. In the school years prior to the pandemic as we began implementing social-emotional support programs and curriculum, we saw reports of loneliness decrease and school connectedness improve. The pandemic has created a setback that we will address based on these actions and services developed. Social-emotional support and mental health counselling help students improve peer and adult relationships, and provide coping skills to help students persevere and find success. While we are providing programs and services for all students, our low-income students, English Learners, foster youth, and students experiencing homelessness, as well as students with disabilities were first considered when developing this goal. We expect to see our CHKS data and Care Solace referral data turn for the better as a result of these actions and services.

Goal 3

Action 1 - Professional Learning - Instructional Strategies: Due to the continuing achievement gaps present between our English Learners, low-income students, and students with disabilities compared to that of all other students, the district developed this action. It is supported in research that highly trained, effective teachers using instructional strategies designed to create access and meet the needs of all learners leads to improved outcomes for students. The district was focused on the implementation of providing teachers with continued professional learning opportunities focused on instructional strategies to meet the needs of our diverse student groups when the pandemic hit. Consequently, many of the scheduled training opportunities for teachers were cancelled. Focusing on research based instructional strategies to meet the needs of students with unique learning needs is essential to continue for the district in order to narrow the achievement gaps that exist. We are providing this action on a district wide basis. However, we believe that our unduplicated student groups will benefit most from this action.

Action 3 - Multisensory Structured Literacy Training: This action was developed due to the fact that our statewide English Language Arts assessment data consistently shows our English Learners and students with disabilities underperforming relative to all students, and the fact that research supports improved student proficiency through the use of multisensory structured literacy approaches for students struggling with reading. By providing this action district wide at the elementary level, we expect to see improvements in literacy development for all students, but especially for students with disabilities and English Learners.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The actions and services provided above are the most effective use of these funds to meet our district's goals for our English learners, low-income students, Foster Youth, and students experiencing homelessness, as well as students with disabilities. The planned actions and services, and their related budgeted expenditures clearly show that the district is meeting the required proportional increase in spending for unduplicated students relative to that of all students for the LCAP year.

Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
$1,171,938.00	$1,160,605.00		$192,579.00	$2,525,122.00

Totals:	Total Personnel	Total Non-personnel
Totals:	$2,452,941.00	$72,181.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners Foster Youth Low Income	Common Assessments for Instruction and Intervention	$13,633.00				$13,633.00
1	2	English Learners Foster Youth Low Income	Response to Intervention Staffing	$507,668.00	$178,767.00		$192,579.00	$879,014.00
1	3	English Learners Foster Youth Low Income	Math Instructional Leadership Team	$131,572.00				$131,572.00
1	4	English Learners Foster Youth Low Income	K-8 Summer Program for Low-Income Students		$16,000.00			$16,000.00
1	5	English Learners Foster Youth Low Income	Extended Learning Programming	$66,376.00	$121,196.00			$187,572.00
1	6	Students with Disabilities	SpEd Math Intervention	$8,000.00				$8,000.00
1	7	English Learners	EL Supports		$137,129.00			$137,129.00
1	8	English Learners Low Income	Bilingual Counselor		$25,770.00			$25,770.00
1	9	All	PIO/Bilingual Outreach	$27,467.00				$27,467.00
2	1	All	Chronic Absenteeism Response	$1,000.00				$1,000.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2	English Learners Foster Youth Low Income	Wellness and Social Emotional Programs and Supports	$368,143.00	$330,931.00			$699,074.00
2	3	All	SEL - Screeners	$12,000.00				$12,000.00
2	4	English Learners Foster Youth Low Income	Mental Health Services		$350,812.00			$350,812.00
3	1	English Learners Foster Youth Low Income	Professional Learning - Instructional Strategies	$17,056.00				$17,056.00
3	2	All	Vertical Articulation	$9,645.00				$9,645.00
3	3	English Learners Foster Youth Low Income	Multisensory Structured Literacy Training	$9,378.00				$9,378.00

Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
Total:	$1,113,826.00	$2,467,010.00
LEA-wide Total:	$1,113,826.00	$2,304,111.00
Limited Total:	$0.00	$137,129.00
Schoolwide Total:	$0.00	$25,770.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	**1**	Common Assessments for Instruction and Intervention	LEA-wide	English Learners Foster Youth Low Income	All Schools	$13,633.00	$13,633.00
1	**2**	Response to Intervention Staffing	LEA-wide	English Learners Foster Youth Low Income	All Schools	$507,668.00	$879,014.00
1	**3**	Math Instructional Leadership Team	LEA-wide	English Learners Foster Youth Low Income	All Schools	$131,572.00	$131,572.00
1	**4**	K-8 Summer Program for Low-Income Students	LEA-wide	English Learners Foster Youth Low Income	K-8		$16,000.00
1	**5**	Extended Learning Programming	LEA-wide	English Learners Foster Youth Low Income	All Schools	$66,376.00	$187,572.00
1	**7**	EL Supports	Limited to Unduplicated Student Group(s)	English Learners	Specific Schools: Captain Cooper & Carmel Middle School		$137,129.00
1	**8**	Bilingual Counselor	Schoolwide	English Learners Low Income	Specific Schools: Captain Cooper		$25,770.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
2	2	Wellness and Social Emotional Programs and Supports	LEA-wide	English Learners Foster Youth Low Income	All Schools	$368,143.00	$699,074.00
2	4	Mental Health Services	LEA-wide	English Learners Foster Youth Low Income	6-12		$350,812.00
3	1	Professional Learning - Instructional Strategies	LEA-wide	English Learners Foster Youth Low Income	All Schools	$17,056.00	$17,056.00
3	3	Multisensory Structured Literacy Training	LEA-wide	English Learners Foster Youth Low Income	K-5	$9,378.00	$9,378.00

Annual Update Table Year 1 [2021-22]

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures

Totals:	Planned Expenditure Total	Estimated Actual Total
Totals:		

Instructions

Plan Summary

Stakeholder Engagement

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [*EC*] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (*EC* 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* 52064(b)(4-6)).

    - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* 52064(b)(7)).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

> Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the "Red" or "Orange" performance category or any local indicator where the LEA received a "Not Met" or "Not Met for Two or More Years" rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the "all student*"* performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified**: Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools**: Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness**: Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Stakeholder Engagement

Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: https://www.cde.ca.gov/re/lc/.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

Local Control and Accountability Plan:
For county offices of education and school districts only, verify the LEA:

a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.

b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.

d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.

e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: "A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP."

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA's philosophical approach to stakeholder engagement.

Prompt 2: "A summary of the feedback provided by specific stakeholder groups."

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

Prompt 3: "A description of the aspects of the LCAP that were influenced by specific stakeholder input."

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, "aspects" of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal
Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal
Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:
For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric**: Indicate how progress is being measured using a metric.
- **Baseline**: Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome**: When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome**: When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome**: When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24**: When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2021–22**.	Enter information in this box when completing the LCAP for **2022–23**. Leave blank until then.	Enter information in this box when completing the LCAP for **2023–24**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25**. Leave blank until then.	Enter information in this box when completing the LCAP for **2021–22**.

The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

> ***Actions for English Learners:*** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.
>
> ***Actions for Foster Youth***: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.

- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

***Percentage to Increase or Improve Services*:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students: Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 *CCR* Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

> After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])
>
> In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55%: For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55%: For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40% or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

"A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required."

Consistent with the requirements of 5 *CCR* Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved**: Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope**: The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

- **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

- **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools". If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans". Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year", or "2 Years", or "6 Months".

- **Personnel Expense**: This column will be automatically calculated based on information provided in the following columns:

  - **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

  - **Total Non-Personnel**: This amount will be automatically calculated.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.

- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.

- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.

ANNUAL BUDGET REPORT:
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:

[X] This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

[X] If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: Carmel Unified School District
Date: June 04, 2021

Public Hearing:

Place: Carmel Unified Virtual Meeting
Date: June 09, 2021
Time: 05:30 PM

Adoption Date: June 23, 2021

Signed: _____
Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Yvonne Perez
Telephone: (831) 624-1546 Ext. 2051

Title: Chief Business Official
E-mail: yperez@carmelunified.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	Jun 23, 2021	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(___) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	$
Less: Amount of total liabilities reserved in budget:	$
Estimated accrued but unfunded liabilities:	$ 0.00

(X) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:
District is a member of the Monterey Educational Risk Management Authority

(___) This school district is not self-insured for workers' compensation claims.

Signed _____ Date of Meeting: _____
Clerk/Secretary of the Governing Board
(Original signature required)

For additional information on this certification, please contact:

Name: Yvonne Perez

Title: Chief Business Official

Telephone: (831) 624-1546

E-mail: yperez@carmelunified.org

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	59,142,505.00	0.00	59,142,505.00	61,477,714.00	0.00	61,477,714.00	3.9%
2) Federal Revenue		8100-8299	2,800.00	2,857,660.00	2,860,460.00	2,800.00	762,475.00	765,275.00	-73.2%
3) Other State Revenue		8300-8599	481,720.00	5,045,199.00	5,526,919.00	481,720.00	3,231,562.00	3,713,282.00	-32.8%
4) Other Local Revenue		8600-8799	395,890.00	1,367,443.00	1,763,333.00	645,980.00	1,298,167.00	1,944,147.00	10.3%
5) TOTAL, REVENUES			60,022,915.00	9,270,302.00	69,293,217.00	62,608,214.00	5,292,204.00	67,900,418.00	-2.0%
B. EXPENDITURES									
1) Certificated Salaries		1000-1999	22,608,940.00	3,460,345.00	26,069,285.00	22,854,864.00	3,137,024.00	25,991,888.00	-0.3%
2) Classified Salaries		2000-2999	8,670,377.00	2,258,564.00	10,928,941.00	9,037,005.00	2,413,711.00	11,450,716.00	4.8%
3) Employee Benefits		3000-3999	11,363,145.00	4,625,283.00	15,988,428.00	12,620,568.00	5,042,952.00	17,663,520.00	10.5%
4) Books and Supplies		4000-4999	2,422,202.00	1,326,157.00	3,748,359.00	2,509,907.00	657,569.00	3,167,476.00	-15.5%
5) Services and Other Operating Expenditures		5000-5999	4,244,314.00	2,627,381.00	6,871,695.00	4,142,497.00	1,764,659.00	5,907,156.00	-14.0%
6) Capital Outlay		6000-6999	40,525.00	222,571.00	263,096.00	270,587.00	59,450.00	330,037.00	25.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	14,506.00	1,285,923.00	1,300,429.00	14,506.00	1,594,628.00	1,609,134.00	23.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			49,364,009.00	15,806,224.00	65,170,233.00	51,449,934.00	14,669,993.00	66,119,927.00	1.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			10,658,906.00	(6,535,922.00)	4,122,984.00	11,158,280.00	(9,377,789.00)	1,780,491.00	-56.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,147,871.00	0.00	1,147,871.00	1,829,558.00	0.00	1,829,558.00	59.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(7,582,774.00)	7,582,774.00	0.00	(8,110,844.00)	8,110,844.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,730,645.00)	7,582,774.00	(1,147,871.00)	(9,940,402.00)	8,110,844.00	(1,829,558.00)	59.4%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,928,261.00	1,046,852.00	2,975,113.00	1,217,878.00	(1,266,945.00)	(49,067.00)	-101.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
2) Ending Balance, June 30 (E + F1e)			23,062,164.00	1,900,952.00	24,963,116.00	24,280,042.00	634,007.00	24,914,049.00	-0.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,900,952.00	1,900,952.00	0.00	634,007.00	634,007.00	-66.6%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	19,741,259.00	0.00	19,741,259.00	20,877,568.00	0.00	20,877,568.00	5.8%
Basic Aid Reserve	0000	9780				*12,016,050.00*		*12,016,050.00*	
Other Post Employment Benefits OPEB	0000	9780				*942,000.00*		*942,000.00*	
Textbook	0000	9780				*600,000.00*		*600,000.00*	
Capital Projects	0000	9780				*7,319,518.00*		*7,319,518.00*	
Basic Aid Reserve	0000	9780	*11,588,317.00*		*11,588,317.00*				
Other Post Employment Benefits OPEB	0000	9780	*942,000.00*		*942,000.00*				
Textbook	0000	9780	*600,000.00*		*600,000.00*				
Capital Projects	0000	9780	*6,610,942.00*		*6,610,942.00*				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,315,905.00	0.00	3,315,905.00	3,397,474.00	0.00	3,397,474.00	2.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
G. ASSETS									
1) Cash									
a) in County Treasury		9110	38,875,413.85	(5,479,174.02)	33,396,239.83				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	5,000.00	0.00	5,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	0.00	11,957.90	11,957.90				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			38,880,413.85	(5,467,216.12)	33,413,197.73				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	1,531,408.20	0.00	1,531,408.20				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			1,531,408.20	0.00	1,531,408.20				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			37,349,005.65	(5,467,216.12)	31,881,789.53				

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	1,684,362.00	0.00	1,684,362.00	1,684,362.00	0.00	1,684,362.00	0.0%
Education Protection Account State Aid - Current Year		8012	477,412.00	0.00	477,412.00	477,412.00	0.00	477,412.00	0.0%
State Aid - Prior Years		8019	(26.00)	0.00	(26.00)	0.00	0.00	0.00	-100.0%
Tax Relief Subventions Homeowners' Exemptions		8021	227,928.00	0.00	227,928.00	227,928.00	0.00	227,928.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	54,076,559.00	0.00	54,076,559.00	56,412,622.00	0.00	56,412,622.00	4.3%
Unsecured Roll Taxes		8042	2,063,660.00	0.00	2,063,660.00	2,063,661.00	0.00	2,063,661.00	0.0%
Prior Years' Taxes		8043	505,000.00	0.00	505,000.00	505,000.00	0.00	505,000.00	0.0%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	125,000.00	0.00	125,000.00	125,000.00	0.00	125,000.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			59,159,895.00	0.00	59,159,895.00	61,495,985.00	0.00	61,495,985.00	3.9%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(17,390.00)	0.00	(17,390.00)	(18,271.00)	0.00	(18,271.00)	5.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			59,142,505.00	0.00	59,142,505.00	61,477,714.00	0.00	61,477,714.00	3.9%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	381,200.00	381,200.00	0.00	381,200.00	381,200.00	0.0%
Special Education Discretionary Grants		8182	0.00	7,480.00	7,480.00	0.00	0.00	0.00	-100.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	2,800.00	0.00	2,800.00	2,800.00	0.00	2,800.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		333,125.00	333,125.00		298,869.00	298,869.00	-10.3%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		68,750.00	68,750.00		68,750.00	68,750.00	0.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
Title III, Part A, English Learner Program	4203	8290		0.00	0.00		0.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290		2,911.00	2,911.00		0.00	0.00	-100.0%
Career and Technical Education	3500-3599	8290		13,656.00	13,656.00		13,656.00	13,656.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	2,050,538.00	2,050,538.00	0.00	0.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			2,800.00	2,857,660.00	2,860,460.00	2,800.00	762,475.00	765,275.00	-73.2%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	101,843.00	0.00	101,843.00	101,843.00	0.00	101,843.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	373,714.00	122,080.00	495,794.00	373,714.00	122,080.00	495,794.00	0.0%
Tax Relief Subventions Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		245,026.00	245,026.00		245,026.00	245,026.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		0.00	0.00		0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	6,163.00	4,678,093.00	4,684,256.00	6,163.00	2,864,456.00	2,870,619.00	-38.7%
TOTAL, OTHER STATE REVENUE			481,720.00	5,045,199.00	5,526,919.00	481,720.00	3,231,562.00	3,713,282.00	-32.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	25,000.00	0.00	25,000.00	75,000.00	0.00	75,000.00	200.0%
Interest		8660	150,000.00	0.00	150,000.00	300,000.00	0.00	300,000.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	95,000.00	0.00	95,000.00	New
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	220,890.00	69,276.00	290,166.00	175,980.00	0.00	175,980.00	-39.4%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,298,167.00	1,298,167.00		1,298,167.00	1,298,167.00	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			395,890.00	1,367,443.00	1,763,333.00	645,980.00	1,298,167.00	1,944,147.00	10.3%
TOTAL, REVENUES			60,022,915.00	9,270,302.00	69,293,217.00	62,608,214.00	5,292,204.00	67,900,418.00	-2.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	17,854,907.00	2,935,825.00	20,790,732.00	18,158,251.00	2,615,101.00	20,773,352.00	-0.1%
Certificated Pupil Support Salaries		1200	1,085,104.00	245,760.00	1,330,864.00	1,082,728.00	312,399.00	1,395,127.00	4.8%
Certificated Supervisors' and Administrators' Salaries		1300	2,296,105.00	207,110.00	2,503,215.00	2,360,641.00	209,524.00	2,570,165.00	2.7%
Other Certificated Salaries		1900	1,372,824.00	71,650.00	1,444,474.00	1,253,244.00	0.00	1,253,244.00	-13.2%
TOTAL, CERTIFICATED SALARIES			22,608,940.00	3,460,345.00	26,069,285.00	22,854,864.00	3,137,024.00	25,991,888.00	-0.3%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,489,102.00	922,576.00	2,411,678.00	1,341,744.00	990,105.00	2,331,849.00	-3.3%
Classified Support Salaries		2200	2,568,503.00	799,539.00	3,368,042.00	2,992,902.00	880,559.00	3,873,461.00	15.0%
Classified Supervisors' and Administrators' Salaries		2300	874,052.00	54,230.00	928,282.00	874,418.00	54,230.00	928,648.00	0.0%
Clerical, Technical and Office Salaries		2400	2,395,204.00	84,034.00	2,479,238.00	2,465,064.00	79,040.00	2,544,104.00	2.6%
Other Classified Salaries		2900	1,343,516.00	398,185.00	1,741,701.00	1,362,877.00	409,777.00	1,772,654.00	1.8%
TOTAL, CLASSIFIED SALARIES			8,670,377.00	2,258,564.00	10,928,941.00	9,037,005.00	2,413,711.00	11,450,716.00	4.8%
EMPLOYEE BENEFITS									
STRS		3101-3102	3,597,780.00	2,958,465.00	6,556,245.00	3,851,703.00	3,224,239.00	7,075,942.00	7.9%
PERS		3201-3202	1,685,702.00	421,313.00	2,107,015.00	1,952,832.00	407,259.00	2,360,091.00	12.0%
OASDI/Medicare/Alternative		3301-3302	962,582.00	218,758.00	1,181,340.00	988,313.00	222,250.00	1,210,563.00	2.5%
Health and Welfare Benefits		3401-3402	4,414,392.00	897,787.00	5,312,179.00	4,812,270.00	1,011,029.00	5,823,299.00	9.6%
Unemployment Insurance		3501-3502	15,684.00	3,448.00	19,132.00	392,068.00	68,966.00	461,034.00	2309.8%
Workers' Compensation		3601-3602	686,275.00	125,512.00	811,787.00	623,382.00	109,209.00	732,591.00	-9.8%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	730.00	0.00	730.00	0.00	0.00	0.00	-100.0%
TOTAL, EMPLOYEE BENEFITS			11,363,145.00	4,625,283.00	15,988,428.00	12,620,568.00	5,042,952.00	17,663,520.00	10.5%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	153,130.00	123,016.00	276,146.00	30,000.00	122,080.00	152,080.00	-44.9%
Books and Other Reference Materials		4200	19,822.00	0.00	19,822.00	28,250.00	0.00	28,250.00	42.5%
Materials and Supplies		4300	1,531,425.00	981,525.00	2,512,950.00	2,198,377.00	506,151.00	2,704,528.00	7.6%
Noncapitalized Equipment		4400	717,425.00	221,616.00	939,041.00	250,780.00	29,338.00	280,118.00	-70.2%
Food		4700	400.00	0.00	400.00	2,500.00	0.00	2,500.00	525.0%
TOTAL, BOOKS AND SUPPLIES			2,422,202.00	1,326,157.00	3,748,359.00	2,509,907.00	657,569.00	3,167,476.00	-15.5%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	68,366.00	128,177.00	196,543.00	265,356.00	63,042.00	328,398.00	67.1%
Dues and Memberships		5300	46,655.00	370.00	47,025.00	64,950.00	370.00	65,320.00	38.9%
Insurance		5400 - 5450	344,129.00	0.00	344,129.00	0.00	0.00	0.00	-100.0%
Operations and Housekeeping Services		5500	1,464,375.00	36,000.00	1,500,375.00	1,470,000.00	30,000.00	1,500,000.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	232,109.00	657,073.00	889,182.00	342,065.00	146,000.00	488,065.00	-45.1%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	500.00	8,840.00	9,340.00	2,809.00	22,100.00	24,909.00	166.7%
Professional/Consulting Services and Operating Expenditures		5800	1,839,192.00	1,625,119.00	3,464,311.00	1,783,567.00	1,503,147.00	3,286,714.00	-5.1%
Communications		5900	248,988.00	171,802.00	420,790.00	213,750.00	0.00	213,750.00	-49.2%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			4,244,314.00	2,627,381.00	6,871,695.00	4,142,497.00	1,764,659.00	5,907,156.00	-14.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	7,892.00	29,659.00	37,551.00	251,587.00	10,000.00	261,587.00	596.6%
Equipment Replacement		6500	32,633.00	192,912.00	225,545.00	19,000.00	49,450.00	68,450.00	-69.7%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			40,525.00	222,571.00	263,096.00	270,587.00	59,450.00	330,037.00	25.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	1,027,000.00	1,027,000.00	0.00	1,300,669.00	1,300,669.00	26.6%
Payments to County Offices		7142	14,506.00	258,923.00	273,429.00	14,506.00	293,959.00	308,465.00	12.8%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			14,506.00	1,285,923.00	1,300,429.00	14,506.00	1,594,628.00	1,609,134.00	23.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			49,364,009.00	15,806,224.00	65,170,233.00	51,449,934.00	14,669,993.00	66,119,927.00	1.5%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	424,302.00	0.00	424,302.00	440,122.00	0.00	440,122.00	3.7%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	151,174.00	0.00	151,174.00	369,737.00	0.00	369,737.00	144.6%
Other Authorized Interfund Transfers Out		7619	572,395.00	0.00	572,395.00	1,019,699.00	0.00	1,019,699.00	78.1%
(b) TOTAL, INTERFUND TRANSFERS OUT			1,147,871.00	0.00	1,147,871.00	1,829,558.00	0.00	1,829,558.00	59.4%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(7,582,774.00)	7,582,774.00	0.00	(8,110,844.00)	8,110,844.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(7,582,774.00)	7,582,774.00	0.00	(8,110,844.00)	8,110,844.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(8,730,645.00)	7,582,774.00	(1,147,871.00)	(9,940,402.00)	8,110,844.00	(1,829,558.00)	59.4%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	59,142,505.00	0.00	59,142,505.00	61,477,714.00	0.00	61,477,714.00	3.9%
2) Federal Revenue		8100-8299	2,800.00	2,857,660.00	2,860,460.00	2,800.00	762,475.00	765,275.00	-73.2%
3) Other State Revenue		8300-8599	481,720.00	5,045,199.00	5,526,919.00	481,720.00	3,231,562.00	3,713,282.00	-32.8%
4) Other Local Revenue		8600-8799	395,890.00	1,367,443.00	1,763,333.00	645,980.00	1,298,167.00	1,944,147.00	10.3%
5) TOTAL, REVENUES			60,022,915.00	9,270,302.00	69,293,217.00	62,608,214.00	5,292,204.00	67,900,418.00	-2.0%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999		27,472,485.00	8,866,706.00	36,339,191.00	28,333,386.00	8,274,114.00	36,607,500.00	0.7%
2) Instruction - Related Services	2000-2999		6,227,869.00	1,238,807.00	7,466,676.00	7,037,875.00	995,752.00	8,033,627.00	7.6%
3) Pupil Services	3000-3999		4,255,857.00	950,393.00	5,206,250.00	4,922,413.00	1,722,870.00	6,645,283.00	27.6%
4) Ancillary Services	4000-4999		878,512.00	30,654.00	909,166.00	994,135.00	28,756.00	1,022,891.00	12.5%
5) Community Services	5000-5999		24,100.00	484,703.00	508,803.00	30,000.00	0.00	30,000.00	-94.1%
6) Enterprise	6000-6999		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
7) General Administration	7000-7999		5,343,213.00	333,914.00	5,677,127.00	4,723,059.00	76,121.00	4,799,180.00	-15.5%
8) Plant Services	8000-8999		5,147,467.00	2,615,124.00	7,762,591.00	5,394,560.00	1,977,752.00	7,372,312.00	-5.0%
9) Other Outgo	9000-9999	Except 7600-7699	14,506.00	1,285,923.00	1,300,429.00	14,506.00	1,594,628.00	1,609,134.00	23.7%
10) TOTAL, EXPENDITURES			49,364,009.00	15,806,224.00	65,170,233.00	51,449,934.00	14,669,993.00	66,119,927.00	1.5%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			10,658,906.00	(6,535,922.00)	4,122,984.00	11,158,280.00	(9,377,789.00)	1,780,491.00	-56.8%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	1,147,871.00	0.00	1,147,871.00	1,829,558.00	0.00	1,829,558.00	59.4%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(7,582,774.00)	7,582,774.00	0.00	(8,110,844.00)	8,110,844.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(8,730,645.00)	7,582,774.00	(1,147,871.00)	(9,940,402.00)	8,110,844.00	(1,829,558.00)	59.4%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals Unrestricted (A)	2020-21 Estimated Actuals Restricted (B)	2020-21 Estimated Actuals Total Fund col. A + B (C)	2021-22 Budget Unrestricted (D)	2021-22 Budget Restricted (E)	2021-22 Budget Total Fund col. D + E (F)	% Diff Column C & F
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,928,261.00	1,046,852.00	2,975,113.00	1,217,878.00	(1,266,945.00)	(49,067.00)	-101.6%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			21,133,903.00	854,100.00	21,988,003.00	23,062,164.00	1,900,952.00	24,963,116.00	13.5%
2) Ending Balance, June 30 (E + F1e)			23,062,164.00	1,900,952.00	24,963,116.00	24,280,042.00	634,007.00	24,914,049.00	-0.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	1,900,952.00	1,900,952.00	0.00	634,007.00	634,007.00	-66.6%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	19,741,259.00	0.00	19,741,259.00	20,877,568.00	0.00	20,877,568.00	5.8%
Basic Aid Reserve	0000	9780				*12,016,050.00*		*12,016,050.00*	
Other Post Employment Benefits OPEB	0000	9780				*942,000.00*		*942,000.00*	
Textbook	0000	9780				*600,000.00*		*600,000.00*	
Capital Projects	0000	9780				*7,319,518.00*		*7,319,518.00*	
Basic Aid Reserve	0000	9780	*11,588,317.00*		*11,588,317.00*				
Other Post Employment Benefits OPEB	0000	9780	*942,000.00*		*942,000.00*				
Textbook	0000	9780	*600,000.00*		*600,000.00*				
Capital Projects	0000	9780	*6,610,942.00*		*6,610,942.00*				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	3,315,905.00	0.00	3,315,905.00	3,397,474.00	0.00	3,397,474.00	2.5%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
3212	Elementary and Secondary School Relief II (ESSER II) Fund	97,184.00	0.00
7311	Classified School Employee Professional Development Block Grant	26,542.00	0.00
7425	Expanded Learning Opportunities (ELO) Grant	1,178,383.00	0.00
7426	Expanded Learning Opportunities (ELO) Grant: Paraprofessional Sta	151,531.00	0.00
7510	Low-Performing Students Block Grant	11,124.00	0.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	404,997.00	634,007.00
9010	Other Restricted Local	31,191.00	0.00
Total, Restricted Balance		1,900,952.00	634,007.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	62,697.00	61,745.00	-1.5%
4) Other Local Revenue		8600-8799	63,742.00	37,900.00	-40.5%
5) TOTAL, REVENUES			126,439.00	99,645.00	-21.2%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	55,745.00	71,475.00	28.2%
2) Classified Salaries		2000-2999	42,818.00	42,498.00	-0.7%
3) Employee Benefits		3000-3999	42,535.00	42,466.00	-0.2%
4) Books and Supplies		4000-4999	46,366.00	8,916.00	-80.8%
5) Services and Other Operating Expenditures		5000-5999	3,700.00	4,100.00	10.8%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			191,164.00	169,455.00	-11.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(64,725.00)	(69,810.00)	7.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	27,462.00	69,810.00	154.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			27,462.00	69,810.00	154.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(37,263.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	37,263.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,263.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,263.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(7,700.75)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(7,700.75)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(7,700.75)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	55,000.00	55,000.00	0.0%
All Other State Revenue	All Other	8590	7,697.00	6,745.00	-12.4%
TOTAL, OTHER STATE REVENUE			62,697.00	61,745.00	-1.5%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	63,742.00	37,900.00	-40.5%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			63,742.00	37,900.00	-40.5%
TOTAL, REVENUES			126,439.00	99,645.00	-21.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	51,132.00	65,975.00	29.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	4,613.00	5,500.00	19.2%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			55,745.00	71,475.00	28.2%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	39,818.00	39,498.00	-0.8%
Other Classified Salaries		2900	3,000.00	3,000.00	0.0%
TOTAL, CLASSIFIED SALARIES			42,818.00	42,498.00	-0.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	20,630.00	18,657.00	-9.6%
PERS		3201-3202	8,935.00	9,738.00	9.0%
OASDI/Medicare/Alternative		3301-3302	4,265.00	4,219.00	-1.1%
Health and Welfare Benefits		3401-3402	6,142.00	6,253.00	1.8%
Unemployment Insurance		3501-3502	62.00	1,389.00	2140.3%
Workers' Compensation		3601-3602	2,501.00	2,210.00	-11.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			42,535.00	42,466.00	-0.2%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	46,366.00	8,916.00	-80.8%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			46,366.00	8,916.00	-80.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	300.00	200.00	-33.3%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,200.00	1,000.00	-16.7%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,200.00	2,400.00	9.1%
Communications		5900	0.00	500.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,700.00	4,100.00	10.8%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			191,164.00	169,455.00	-11.4%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	27,462.00	69,810.00	154.2%
(a) TOTAL, INTERFUND TRANSFERS IN			27,462.00	69,810.00	154.2%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			27,462.00	69,810.00	154.2%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	62,697.00	61,745.00	-1.5%
4) Other Local Revenue		8600-8799	63,742.00	37,900.00	-40.5%
5) TOTAL, REVENUES			126,439.00	99,645.00	-21.2%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		126,447.00	102,315.00	-19.1%
2) Instruction - Related Services	2000-2999		64,717.00	67,140.00	3.7%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			191,164.00	169,455.00	-11.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(64,725.00)	(69,810.00)	7.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	27,462.00	69,810.00	154.2%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			27,462.00	69,810.00	154.2%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(37,263.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	37,263.00	0.00	-100.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			37,263.00	0.00	-100.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			37,263.00	0.00	-100.0%
2) Ending Balance, June 30 (E + F1e)			0.00	0.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,781.00	0.00	-100.0%
3) Other State Revenue		8300-8599	297,927.00	303,257.00	1.8%
4) Other Local Revenue		8600-8799	549,948.00	1,306,437.00	137.6%
5) TOTAL, REVENUES			861,656.00	1,609,694.00	86.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	601,946.00	758,991.00	26.1%
2) Classified Salaries		2000-2999	170,110.00	503,121.00	195.8%
3) Employee Benefits		3000-3999	442,157.00	720,154.00	62.9%
4) Books and Supplies		4000-4999	72,856.00	65,600.00	-10.0%
5) Services and Other Operating Expenditures		5000-5999	10,263.00	1,950.00	-81.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,297,332.00	2,049,816.00	58.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(435,676.00)	(440,122.00)	1.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	424,302.00	440,122.00	3.7%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			424,302.00	440,122.00	3.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,374.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	13,485.00	2,111.00	-84.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,485.00	2,111.00	-84.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,485.00	2,111.00	-84.3%
2) Ending Balance, June 30 (E + F1e)			2,111.00	2,111.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	175.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,936.00	1,936.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	175.00	New
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(818,032.39)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	175.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(817,857.39)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(0.19)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	5,570.00		
6) TOTAL, LIABILITIES			5,569.81		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(823,427.20)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	13,781.00	0.00	-100.0%
TOTAL, FEDERAL REVENUE			13,781.00	0.00	-100.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	251,473.00	250,237.00	-0.5%
All Other State Revenue	All Other	8590	46,454.00	53,020.00	14.1%
TOTAL, OTHER STATE REVENUE			297,927.00	303,257.00	1.8%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	6,309.00	12,500.00	98.1%
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	542,399.00	1,293,937.00	138.6%
Other Local Revenue					
All Other Local Revenue		8699	1,240.00	0.00	-100.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			549,948.00	1,306,437.00	137.6%
TOTAL, REVENUES			861,656.00	1,609,694.00	86.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	469,636.00	624,631.00	33.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	132,310.00	134,360.00	1.5%
TOTAL, CERTIFICATED SALARIES			601,946.00	758,991.00	26.1%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	23,706.00	36,040.00	52.0%
Classified Support Salaries		2200	5,068.00	5,297.00	4.5%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	94,911.00	94,620.00	-0.3%
Other Classified Salaries		2900	46,425.00	367,164.00	690.9%
TOTAL, CLASSIFIED SALARIES			170,110.00	503,121.00	195.8%
EMPLOYEE BENEFITS					
STRS		3101-3102	115,132.00	146,648.00	27.4%
PERS		3201-3202	63,290.00	143,940.00	127.4%
OASDI/Medicare/Alternative		3301-3302	28,065.00	57,086.00	103.4%
Health and Welfare Benefits		3401-3402	218,657.00	332,269.00	52.0%
Unemployment Insurance		3501-3502	396.00	15,530.00	3821.7%
Workers' Compensation		3601-3602	16,617.00	24,681.00	48.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			442,157.00	720,154.00	62.9%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	37,391.00	29,800.00	-20.3%
Noncapitalized Equipment		4400	1,765.00	2,100.00	19.0%
Food		4700	33,700.00	33,700.00	0.0%
TOTAL, BOOKS AND SUPPLIES			72,856.00	65,600.00	-10.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	8,500.00	8,300.00	-2.4%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,480.00	5,300.00	-3.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(8,840.00)	(17,100.00)	93.4%
Professional/Consulting Services and Operating Expenditures		5800	5,123.00	5,410.00	5.6%
Communications		5900	0.00	40.00	New
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			10,263.00	1,950.00	-81.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,297,332.00	2,049,816.00	58.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	424,302.00	440,122.00	3.7%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			424,302.00	440,122.00	3.7%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			424,302.00	440,122.00	3.7%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,781.00	0.00	-100.0%
3) Other State Revenue		8300-8599	297,927.00	303,257.00	1.8%
4) Other Local Revenue		8600-8799	549,948.00	1,306,437.00	137.6%
5) TOTAL, REVENUES			861,656.00	1,609,694.00	86.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		775,713.00	1,188,281.00	53.2%
2) Instruction - Related Services	2000-2999		365,074.00	360,828.00	-1.2%
3) Pupil Services	3000-3999		43,271.00	48,573.00	12.3%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		113,274.00	452,134.00	299.2%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,297,332.00	2,049,816.00	58.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(435,676.00)	(440,122.00)	1.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	424,302.00	440,122.00	3.7%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			424,302.00	440,122.00	3.7%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(11,374.00)	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	13,485.00	2,111.00	-84.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,485.00	2,111.00	-84.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,485.00	2,111.00	-84.3%
2) Ending Balance, June 30 (E + F1e)			2,111.00	2,111.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	175.00	0.00	-100.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,936.00	1,936.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	175.00	New
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	1,936.00	1,936.00
Total, Restricted Balance		1,936.00	1,936.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	985,209.00	912,745.00	-7.4%
3) Other State Revenue		8300-8599	80,135.00	80,135.00	0.0%
4) Other Local Revenue		8600-8799	21.00	21.00	0.0%
5) TOTAL, REVENUES			1,065,365.00	992,901.00	-6.8%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	495,744.00	580,675.00	17.1%
3) Employee Benefits		3000-3999	243,864.00	312,341.00	28.1%
4) Books and Supplies		4000-4999	434,463.00	434,463.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	42,468.00	35,159.00	-17.2%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			1,216,539.00	1,362,638.00	12.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(151,174.00)	(369,737.00)	144.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	151,174.00	369,737.00	144.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			151,174.00	369,737.00	144.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,191.00	22,191.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,191.00	22,191.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,191.00	22,191.00	0.0%
2) Ending Balance, June 30 (E + F1e)			22,191.00	22,191.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	22,191.32	22,191.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.32)	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(304,125.83)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	279,614.12		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	22,191.32		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(2,320.39)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	1.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			1.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(2,321.39)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	985,209.00	912,745.00	-7.4%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			985,209.00	912,745.00	-7.4%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	80,135.00	80,135.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			80,135.00	80,135.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	21.00	21.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			21.00	21.00	0.0%
TOTAL, REVENUES			1,065,365.00	992,901.00	-6.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	347,316.00	456,247.00	31.4%
Classified Supervisors' and Administrators' Salaries		2300	128,428.00	124,428.00	-3.1%
Clerical, Technical and Office Salaries		2400	20,000.00	0.00	-100.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			495,744.00	580,675.00	17.1%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	90,654.00	123,338.00	36.1%
OASDI/Medicare/Alternative		3301-3302	33,943.00	41,927.00	23.5%
Health and Welfare Benefits		3401-3402	106,434.00	129,001.00	21.2%
Unemployment Insurance		3501-3502	244.00	6,796.00	2685.2%
Workers' Compensation		3601-3602	12,589.00	11,279.00	-10.4%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			243,864.00	312,341.00	28.1%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	39,457.00	39,457.00	0.0%
Noncapitalized Equipment		4400	3,502.00	3,502.00	0.0%
Food		4700	391,504.00	391,504.00	0.0%
TOTAL, BOOKS AND SUPPLIES			434,463.00	434,463.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	1,332.00	1,332.00	0.0%
Dues and Memberships		5300	570.00	570.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	13,805.00	13,805.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(500.00)	(7,809.00)	1461.8%
Professional/Consulting Services and Operating Expenditures		5800	27,261.00	27,261.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			42,468.00	35,159.00	-17.2%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			1,216,539.00	1,362,638.00	12.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	151,174.00	369,737.00	144.6%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			151,174.00	369,737.00	144.6%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			151,174.00	369,737.00	144.6%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	985,209.00	912,745.00	-7.4%
3) Other State Revenue		8300-8599	80,135.00	80,135.00	0.0%
4) Other Local Revenue		8600-8799	21.00	21.00	0.0%
5) TOTAL, REVENUES			1,065,365.00	992,901.00	-6.8%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		1,216,539.00	1,362,638.00	12.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			1,216,539.00	1,362,638.00	12.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(151,174.00)	(369,737.00)	144.6%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	151,174.00	369,737.00	144.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			151,174.00	369,737.00	144.6%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	22,191.00	22,191.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			22,191.00	22,191.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			22,191.00	22,191.00	0.0%
2) Ending Balance, June 30 (E + F1e)			22,191.00	22,191.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	22,191.32	22,191.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	(0.32)	0.00	-100.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,500.00	22,500.00	0.0%
5) TOTAL, REVENUES			22,500.00	22,500.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	2,457,759.00	New
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	2,457,759.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			22,500.00	(2,435,259.00)	-10923.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	200,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	200,000.00	New

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			22,500.00	(2,235,259.00)	-10034.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,212,759.00	2,235,259.00	1.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,212,759.00	2,235,259.00	1.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,212,759.00	2,235,259.00	1.0%
2) Ending Balance, June 30 (E + F1e)			2,235,259.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,235,259.00	0.00	-100.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	2,230,085.08		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			2,230,085.08		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			2,230,085.08		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	22,500.00	22,500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			22,500.00	22,500.00	0.0%
TOTAL, REVENUES			22,500.00	22,500.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	2,457,759.00	New
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	2,457,759.00	New
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	2,457,759.00	New

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	200,000.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	200,000.00	New
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	200,000.00	New

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,500.00	22,500.00	0.0%
5) TOTAL, REVENUES			22,500.00	22,500.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	2,457,759.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	2,457,759.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			22,500.00	(2,435,259.00)	-10923.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	200,000.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	200,000.00	New

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			22,500.00	(2,235,259.00)	-10034.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,212,759.00	2,235,259.00	1.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,212,759.00	2,235,259.00	1.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,212,759.00	2,235,259.00	1.0%
2) Ending Balance, June 30 (E + F1e)			2,235,259.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,235,259.00	0.00	-100.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,500.00	57,500.00	0.0%
5) TOTAL, REVENUES			57,500.00	57,500.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	264,760.00	New
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	264,760.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			57,500.00	(207,260.00)	-460.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			57,500.00	(207,260.00)	-460.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	149,760.00	207,260.00	38.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			149,760.00	207,260.00	38.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			149,760.00	207,260.00	38.4%
2) Ending Balance, June 30 (E + F1e)			207,260.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	207,260.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	200,682.83		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			200,682.83		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			200,682.83		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	2,500.00	2,500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	55,000.00	55,000.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			57,500.00	57,500.00	0.0%
TOTAL, REVENUES			57,500.00	57,500.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	264,760.00	New
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	264,760.00	New
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	264,760.00	New

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	57,500.00	57,500.00	0.0%
5) TOTAL, REVENUES			57,500.00	57,500.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	264,760.00	New
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	264,760.00	New
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			57,500.00	(207,260.00)	-460.5%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			57,500.00	(207,260.00)	-460.5%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	149,760.00	207,260.00	38.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			149,760.00	207,260.00	38.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			149,760.00	207,260.00	38.4%
2) Ending Balance, June 30 (E + F1e)			207,260.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	207,260.00	0.00	-100.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
9010	Other Restricted Local	207,260.00	0.00
Total, Restricted Balance		207,260.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	39,000.00	35,000.00	-10.3%
5) TOTAL, REVENUES			39,000.00	35,000.00	-10.3%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	800,184.00	3,309,576.00	313.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			800,184.00	3,309,576.00	313.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(761,184.00)	(3,274,576.00)	330.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	300,934.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	300,934.00	New

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(761,184.00)	(2,973,642.00)	290.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,086,601.00	2,973,642.00	-27.2%
b) Audit Adjustments		9793	(351,775.00)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			3,734,826.00	2,973,642.00	-20.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,734,826.00	2,973,642.00	-20.4%
2) Ending Balance, June 30 (E + F1e)			2,973,642.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,973,642.00	0.00	-100.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	3,376,049.65		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			3,376,049.65		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	32,235.36		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			32,235.36		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			3,343,814.29		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	39,000.00	35,000.00	-10.3%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			39,000.00	35,000.00	-10.3%
TOTAL, REVENUES			39,000.00	35,000.00	-10.3%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
CAPITAL OUTLAY					
Land		6100	164,604.00	251,308.00	52.7%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	378,214.00	2,858,268.00	655.7%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	39,266.00	0.00	-100.0%
Equipment Replacement		6500	218,100.00	200,000.00	-8.3%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			800,184.00	3,309,576.00	313.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			800,184.00	3,309,576.00	313.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	300,934.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	300,934.00	New
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	300,934.00	New

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	39,000.00	35,000.00	-10.3%
5) TOTAL, REVENUES			39,000.00	35,000.00	-10.3%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		800,184.00	3,309,576.00	313.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			800,184.00	3,309,576.00	313.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(761,184.00)	(3,274,576.00)	330.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	300,934.00	New
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	300,934.00	New

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(761,184.00)	(2,973,642.00)	290.7%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	4,086,601.00	2,973,642.00	-27.2%
b) Audit Adjustments		9793	(351,775.00)	0.00	-100.0%
c) As of July 1 - Audited (F1a + F1b)			3,734,826.00	2,973,642.00	-20.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,734,826.00	2,973,642.00	-20.4%
2) Ending Balance, June 30 (E + F1e)			2,973,642.00	0.00	-100.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,973,642.00	0.00	-100.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,000.00	14,000.00	0.0%
5) TOTAL, REVENUES			14,000.00	14,000.00	0.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	544,933.00	448,955.00	-17.6%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			544,933.00	448,955.00	-17.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(530,933.00)	(434,955.00)	-18.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	544,933.00	448,956.00	-17.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			544,933.00	448,956.00	-17.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			14,000.00	14,001.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,107,946.00	1,121,946.00	1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,107,946.00	1,121,946.00	1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,107,946.00	1,121,946.00	1.3%
2) Ending Net Position, June 30 (E + F1e)			1,121,946.00	1,135,947.00	1.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,121,946.00	1,135,947.00	1.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	627,223.01		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			627,223.01		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			627,223.01		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	14,000.00	14,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
In-District Premiums/ Contributions		8674	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,000.00	14,000.00	0.0%
TOTAL, REVENUES			14,000.00	14,000.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	544,933.00	448,955.00	-17.6%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			544,933.00	448,955.00	-17.6%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	0.0%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
TOTAL, EXPENSES			544,933.00	448,955.00	-17.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	544,933.00	448,956.00	-17.6%
(a) TOTAL, INTERFUND TRANSFERS IN			544,933.00	448,956.00	-17.6%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			544,933.00	448,956.00	-17.6%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,000.00	14,000.00	0.0%
5) TOTAL, REVENUES			14,000.00	14,000.00	0.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		544,933.00	448,955.00	-17.6%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			544,933.00	448,955.00	-17.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(530,933.00)	(434,955.00)	-18.1%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	544,933.00	448,956.00	-17.6%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			544,933.00	448,956.00	-17.6%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			14,000.00	14,001.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,107,946.00	1,121,946.00	1.3%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,107,946.00	1,121,946.00	1.3%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,107,946.00	1,121,946.00	1.3%
2) Ending Net Position, June 30 (E + F1e)			1,121,946.00	1,135,947.00	1.2%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,121,946.00	1,135,947.00	1.2%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,500.00	1,500.00	0.0%
5) TOTAL, REVENUES			1,500.00	1,500.00	0.0%
B. EXPENSES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	0.00	0.00	0.0%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			1,500.00	1,500.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,500.00	1,500.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	101,487.00	102,987.00	1.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			101,487.00	102,987.00	1.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			101,487.00	102,987.00	1.5%
2) Ending Net Position, June 30 (E + F1e)			102,987.00	104,487.00	1.5%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	102,987.00	104,487.00	1.5%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	102,291.99		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
10) TOTAL, ASSETS			102,291.99		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Net Pension Liability		9663	0.00		
b) Total/Net OPEB Liability		9664	0.00		
c) Compensated Absences		9665	0.00		
d) COPs Payable		9666	0.00		
e) Capital Leases Payable		9667	0.00		
f) Lease Revenue Bonds Payable		9668	0.00		
g) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. NET POSITION					
Net Position, June 30 (G10 + H2) - (I7 + J2)			102,291.99		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER STATE REVENUE					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,500.00	1,500.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,500.00	1,500.00	0.0%
TOTAL, REVENUES			1,500.00	1,500.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENSES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			0.00	0.00	0.0%
DEPRECIATION AND AMORTIZATION					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
TOTAL, DEPRECIATION AND AMORTIZATION			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENSES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,500.00	1,500.00	0.0%
5) TOTAL, REVENUES			1,500.00	1,500.00	0.0%
B. EXPENSES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			1,500.00	1,500.00	0.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			1,500.00	1,500.00	0.0%
F. NET POSITION					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	101,487.00	102,987.00	1.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			101,487.00	102,987.00	1.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			101,487.00	102,987.00	1.5%
2) Ending Net Position, June 30 (E + F1e)			102,987.00	104,487.00	1.5%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	102,987.00	104,487.00	1.5%

Resource	Description	2020-21 Estimated Actuals	2021-22 Budget
Total, Restricted Net Position		0.00	0.00

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	2,385.37	2,385.37	2,385.37	2,237.44	2,237.44	2,385.37
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
4. Total, District Regular ADA (Sum of Lines A1 through A3)	2,385.37	2,385.37	2,385.37	2,237.44	2,237.44	2,385.37
5. District Funded County Program ADA						
a. County Community Schools	1.69	1.69	1.69	1.69	1.69	1.69
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	1.69	1.69	1.69	1.69	1.69	1.69
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	2,387.06	2,387.06	2,387.06	2,239.13	2,239.13	2,387.06
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
B. COUNTY OFFICE OF EDUCATION						
1. County Program Alternative Education Grant ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)	0.00	0.00	0.00	0.00	0.00	0.00
2. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)	0.00	0.00	0.00	0.00	0.00	0.00
3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)	0.00	0.00	0.00	0.00	0.00	0.00
4. Adults in Correctional Facilities						
5. County Operations Grant ADA						
6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
C. CHARTER SCHOOL ADA						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.						
1. Total Charter School Regular ADA						
2. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)	0.00	0.00	0.00	0.00	0.00	0.00
3. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)	0.00	0.00	0.00	0.00	0.00	0.00
4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)	0.00	0.00	0.00	0.00	0.00	0.00
FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.						
5. Total Charter School Regular ADA						
6. Charter School County Program Alternative Education ADA						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)	0.00	0.00	0.00	0.00	0.00	0.00
7. Charter School Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)	0.00	0.00	0.00	0.00	0.00	0.00
8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)	0.00	0.00	0.00	0.00	0.00	0.00
9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)	0.00	0.00	0.00	0.00	0.00	0.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	61,477,714.00	3.47%	63,610,109.00	3.23%	65,664,492.00
2. Federal Revenues	8100-8299	2,800.00	-100.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	481,720.00	-5.24%	456,495.00	0.68%	459,589.00
4. Other Local Revenues	8600-8799	645,980.00	0.00%	645,980.00	0.00%	645,980.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(8,110,844.00)	1.00%	(8,191,952.00)	1.00%	(8,273,872.00)
6. Total (Sum lines A1 thru A5c)		54,497,370.00	3.71%	56,520,632.00	3.50%	58,496,189.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				22,854,864.00		23,044,880.00
b. Step & Column Adjustment				190,016.00		191,770.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	22,854,864.00	0.83%	23,044,880.00	0.83%	23,236,650.00
2. Classified Salaries						
a. Base Salaries				9,037,005.00		9,153,033.00
b. Step & Column Adjustment				116,028.00		123,912.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	9,037,005.00	1.28%	9,153,033.00	1.35%	9,276,945.00
3. Employee Benefits	3000-3999	12,620,568.00	9.00%	13,756,884.00	1.35%	13,942,663.00
4. Books and Supplies	4000-4999	2,509,907.00	1.50%	2,547,556.00	1.50%	2,585,769.00
5. Services and Other Operating Expenditures	5000-5999	4,142,497.00	7.41%	4,449,660.00	1.50%	4,516,405.00
6. Capital Outlay	6000-6999	270,587.00	1.50%	274,646.00	1.50%	278,765.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	14,506.00	0.00%	14,506.00	0.00%	14,506.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,829,558.00	1.50%	1,857,001.00	1.50%	1,884,856.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				519,000.00		519,000.00
11. Total (Sum lines B1 thru B10)		53,279,492.00	4.39%	55,617,166.00	1.15%	56,255,559.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		1,217,878.00		903,466.00		2,240,630.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		23,062,164.00		24,280,042.00		25,183,508.00
2. Ending Fund Balance (Sum lines C and D1)		24,280,042.00		25,183,508.00		27,424,138.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	20,877,568.00		21,751,001.00		23,955,616.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	3,397,474.00		3,427,507.00		3,463,522.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		24,280,042.00		25,183,508.00		27,424,138.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	3,397,474.00		3,427,507.00		3,463,522.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		3,397,474.00		3,427,507.00		3,463,522.00

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B10. FY 2022-23 & 2023-24 adjustments reflects on-going positions shift from restricted to unrestricted due to grant expiration and one time funds fully utilized.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	762,475.00	0.00%	762,475.00	0.00%	762,475.00
3. Other State Revenues	8300-8599	3,231,562.00	-17.06%	2,680,372.00	0.00%	2,680,372.00
4. Other Local Revenues	8600-8799	1,298,167.00	0.00%	1,298,167.00	0.00%	1,298,167.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	8,110,844.00	1.00%	8,191,952.00	1.00%	8,273,872.00
6. Total (Sum lines A1 thru A5c)		13,403,048.00	-3.51%	12,932,966.00	0.63%	13,014,886.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				3,137,024.00		3,165,647.00
b. Step & Column Adjustment				28,623.00		25,273.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	3,137,024.00	0.91%	3,165,647.00	0.80%	3,190,920.00
2. Classified Salaries						
a. Base Salaries				2,413,711.00		2,446,108.00
b. Step & Column Adjustment				32,397.00		24,165.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,413,711.00	1.34%	2,446,108.00	0.99%	2,470,273.00
3. Employee Benefits	3000-3999	5,042,952.00	-7.91%	4,643,863.00	0.70%	4,676,522.00
4. Books and Supplies	4000-4999	657,569.00	-2.25%	642,794.00	1.50%	652,436.00
5. Services and Other Operating Expenditures	5000-5999	1,764,659.00	-20.83%	1,397,138.00	-2.51%	1,362,137.00
6. Capital Outlay	6000-6999	59,450.00	1.50%	60,342.00	1.49%	61,244.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,594,628.00	1.50%	1,618,547.00	1.50%	1,642,826.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)				(1,041,473.00)		(1,041,472.00)
11. Total (Sum lines B1 thru B10)		14,669,993.00	-11.84%	12,932,966.00	0.63%	13,014,886.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(1,266,945.00)		0.00		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		1,900,952.00		634,007.00		634,007.00
2. Ending Fund Balance (Sum lines C and D1)		634,007.00		634,007.00		634,007.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	634,007.00		634,007.00		634,007.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		634,007.00		634,007.00		634,007.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2						
in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						

F. ASSUMPTIONS

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

B10. FY 2022-23 & 2023-24 adjustments reflects on-going positions shift from restricted to unrestricted due to grant expiration and one time funds fully utilized.

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	61,477,714.00	3.47%	63,610,109.00	3.23%	65,664,492.00
2. Federal Revenues	8100-8299	765,275.00	-0.37%	762,475.00	0.00%	762,475.00
3. Other State Revenues	8300-8599	3,713,282.00	-15.52%	3,136,867.00	0.10%	3,139,961.00
4. Other Local Revenues	8600-8799	1,944,147.00	0.00%	1,944,147.00	0.00%	1,944,147.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		67,900,418.00	2.29%	69,453,598.00	2.96%	71,511,075.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				25,991,888.00		26,210,527.00
b. Step & Column Adjustment				218,639.00		217,043.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	25,991,888.00	0.84%	26,210,527.00	0.83%	26,427,570.00
2. Classified Salaries						
a. Base Salaries				11,450,716.00		11,599,141.00
b. Step & Column Adjustment				148,425.00		148,077.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,450,716.00	1.30%	11,599,141.00	1.28%	11,747,218.00
3. Employee Benefits	3000-3999	17,663,520.00	4.17%	18,400,747.00	1.19%	18,619,185.00
4. Books and Supplies	4000-4999	3,167,476.00	0.72%	3,190,350.00	1.50%	3,238,205.00
5. Services and Other Operating Expenditures	5000-5999	5,907,156.00	-1.02%	5,846,798.00	0.54%	5,878,542.00
6. Capital Outlay	6000-6999	330,037.00	1.50%	334,988.00	1.50%	340,009.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	1,609,134.00	1.49%	1,633,053.00	1.49%	1,657,332.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,829,558.00	1.50%	1,857,001.00	1.50%	1,884,856.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				(522,473.00)		(522,472.00)
11. Total (Sum lines B1 thru B10)		67,949,485.00	0.88%	68,550,132.00	1.05%	69,270,445.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)		(49,067.00)		903,466.00		2,240,630.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		24,963,116.00		24,914,049.00		25,817,515.00
2. Ending Fund Balance (Sum lines C and D1)		24,914,049.00		25,817,515.00		28,058,145.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740	634,007.00		634,007.00		634,007.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	20,877,568.00		21,751,001.00		23,955,616.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	3,397,474.00		3,427,507.00		3,463,522.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		24,914,049.00		25,817,515.00		28,058,145.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	3,397,474.00		3,427,507.00		3,463,522.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		3,397,474.00		3,427,507.00		3,463,522.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		5.00%		5.00%		5.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	No					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d						
(Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		2,237.44		2,237.44		2,237.44
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		67,949,485.00		68,550,132.00		69,270,445.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		67,949,485.00		68,550,132.00		69,270,445.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		2,038,484.55		2,056,503.96		2,078,113.35
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		2,038,484.55		2,056,503.96		2,078,113.35
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February
ESTIMATES THROUGH THE MONTH OF	JUNE									
A. BEGINNING CASH			24,064,361.96	20,973,876.79	16,599,452.18	13,642,059.69	7,727,371.57	6,140,354.89	32,700,090.13	29,162,710.55
B. RECEIPTS										
LCFF/Revenue Limit Sources										
Principal Apportionment	8010-8019		252,654.00	252,654.00	372,000.00	252,654.00		119,346.00	101,035.00	59,103.00
Property Taxes	8020-8079				214,559.39	0.00	1,997,300.03	30,891,052.02	546,516.41	1,280,746.11
Miscellaneous Funds	8080-8099				(17,390.00)	17,390.00				
Federal Revenue	8100-8299				759,679.00	11,208.45	7,672.67	147,966.00	29,050.19	
Other State Revenue	8300-8599			107,621.06	186,749.00	(16,814.35)	133,334.00		126,493.37	
Other Local Revenue	8600-8799		(996.53)	64,965.47	2,931.83	99,132.85	372,389.34	93,043.87	204,319.39	116,902.57
Interfund Transfers In	8910-8929									
All Other Financing Sources	8930-8979									
TOTAL RECEIPTS			251,657.47	425,240.53	1,518,529.22	363,570.95	2,510,696.04	31,251,407.89	1,007,414.36	1,456,751.68
C. DISBURSEMENTS										
Certificated Salaries	1000-1999		250,795.81	2,283,666.13	2,199,505.25	2,211,021.16	2,210,661.87	2,252,769.44	2,240,159.16	2,267,348.21
Classified Salaries	2000-2999		414,605.07	847,336.71	847,773.67	851,405.31	842,380.75	862,865.12	850,393.94	882,266.91
Employee Benefits	3000-3999		323,040.68	1,180,328.31	1,059,430.81	1,079,844.19	1,081,534.16	1,190,348.75	1,082,182.39	1,194,922.34
Books and Supplies	4000-4999		88,215.00	203,159.63	495,623.40	224,409.37	68,551.12	282,424.36	103,510.88	149,085.34
Services	5000-5999		771,218.50	500,093.17	312,790.44	411,935.27	243,789.79	226,486.13	356,129.81	233,413.02
Capital Outlay	6000-6599		182,671.47		0.00		151,256.51	105.00	9,500.94	1,737.64
Other Outgo	7000-7499		2,176.00	2,176.00	2,176.00	113,925.62	22,686.36	12,684.46	78,582.06	177,048.59
Interfund Transfers Out	7600-7629									
All Other Financing Uses	7630-7699									
TOTAL DISBURSEMENTS			2,032,722.53	5,016,759.95	4,917,299.57	4,892,540.92	4,620,860.56	4,827,683.26	4,720,459.18	4,905,822.05
D. BALANCE SHEET ITEMS										
Assets and Deferred Outflows										
Cash Not In Treasury	9111-9199	(386,351.77)	4,260.03	377,091.74						
Accounts Receivable	9200-9299	(1,255,863.51)	242,111.08	141,083.16	265,928.88	207,050.91	341,955.78	32,381.31	13,394.49	0.00
Due From Other Funds	9310	(2,672.66)				2,672.66				
Stores	9320									
Prepaid Expenditures	9330									
Other Current Assets	9340									
Deferred Outflows of Resources	9490									
SUBTOTAL		(1,644,887.94)	246,371.11	518,174.90	265,928.88	209,723.57	341,955.78	32,381.31	13,394.49	0.00
Liabilities and Deferred Inflows										
Accounts Payable	9500-9599	2,024,448.12	1,555,791.22	299,194.65	(169,674.07)	(105,246.51)	(153,949.70)	(130,871.66)	(162,270.75)	(145,080.71)
Due To Other Funds	9610	1,576,343.12			(5,783.00)	1,582,126.12				
Current Loans	9640									
Unearned Revenues	9650	120,455.64				120,455.64				
Deferred Inflows of Resources	9690									
SUBTOTAL		3,721,246.88	1,555,791.22	299,194.65	(175,457.07)	1,597,335.25	(153,949.70)	(130,871.66)	(162,270.75)	(145,080.71)
Nonoperating										
Suspense Clearing	9910		0.00	(1,885.44)	(8.09)	1,893.53	27,242.36	(27,242.36)	0.00	(1,638.00)
TOTAL BALANCE SHEET ITEMS		(5,366,134.82)	(1,309,420.11)	217,094.81	441,377.86	(1,385,718.15)	523,147.84	136,010.61	175,665.24	143,442.71
E. NET INCREASE/DECREASE (B - C + D)			(3,090,485.17)	(4,374,424.61)	(2,957,392.49)	(5,914,688.12)	(1,587,016.68)	26,559,735.24	(3,537,379.58)	(3,305,627.66)
F. ENDING CASH (A + E)			20,973,876.79	16,599,452.18	13,642,059.69	7,727,371.57	6,140,354.89	32,700,090.13	29,162,710.55	25,857,082.89
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS										

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ESTIMATES THROUGH THE MONTH OF	JUNE								
A. BEGINNING CASH		25,857,082.89	23,211,337.45	37,806,628.80	34,019,083.02				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	148,265.00	27,868.00		576,195.00			2,161,774.00	2,161,774.00
Property Taxes	8020-8079	1,688,018.14	19,637,364.48	80,339.55	2,998,314.87			59,334,211.00	59,334,211.00
Miscellaneous Funds	8080-8099				(18,271.00)			(18,271.00)	(18,271.00)
Federal Revenue	8100-8299		68,826.27	1,236.00	(260,363.58)			765,275.00	765,275.00
Other State Revenue	8300-8599	130,517.98		1,128,906.00	1,916,474.94			3,713,282.00	3,713,282.00
Other Local Revenue	8600-8799	120,604.04	6,645.00	30,223.20	833,985.97			1,944,147.00	1,944,147.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		2,087,405.16	19,740,703.75	1,240,704.75	6,046,336.20	0.00	0.00	67,900,418.00	67,900,418.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	2,276,939.61	2,299,055.49	2,415,211.81	3,084,754.06			25,991,888.00	25,991,888.00
Classified Salaries	2000-2999	882,929.23	922,034.21	922,314.66	2,324,410.42			11,450,716.00	11,450,716.00
Employee Benefits	3000-3999	1,211,786.65	1,201,804.59	1,098,803.00	5,959,494.13			17,663,520.00	17,663,520.00
Books and Supplies	4000-4999	120,287.10	282,863.26	301,907.08	847,439.46			3,167,476.00	3,167,476.00
Services	5000-5999	345,689.81	676,296.83	424,245.72	1,405,067.51			5,907,156.00	5,907,156.00
Capital Outlay	6000-6599	66,895.33	(199,928.67)		117,798.78			330,037.00	330,037.00
Other Outgo	7000-7499	15,175.69	138,068.56		1,044,434.66			1,609,134.00	1,609,134.00
Interfund Transfers Out	7600-7629				1,829,558.00			1,829,558.00	1,829,558.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		4,919,703.42	5,320,194.27	5,162,482.27	16,612,957.02	0.00	0.00	67,949,485.00	67,949,485.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							381,351.77	
Accounts Receivable	9200-9299	0.00	7,545.00	(7,545.00)				1,243,905.61	
Due From Other Funds	9310							2,672.66	
Stores	9320							0.00	
Prepaid Expenditures	9330							0.00	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490				0.00			0.00	
SUBTOTAL		0.00	7,545.00	(7,545.00)	0.00	0.00	0.00	1,627,930.04	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599	(184,914.82)	(169,414.00)	(139,599.61)				493,964.04	
Due To Other Funds	9610							1,576,343.12	
Current Loans	9640							0.00	
Unearned Revenues	9650							120,455.64	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		(184,914.82)	(169,414.00)	(139,599.61)	0.00	0.00	0.00	2,190,762.80	
Nonoperating									
Suspense Clearing	9910	1,638.00	(2,177.13)	2,177.13				0.00	
TOTAL BALANCE SHEET ITEMS		186,552.82	174,781.87	134,231.74	0.00	0.00	0.00	(562,832.76)	
E. NET INCREASE/DECREASE (B - C + D)		(2,645,745.44)	14,595,291.35	(3,787,545.78)	(10,566,620.82)	0.00	0.00	(611,899.76)	(49,067.00)
F. ENDING CASH (A + E)		23,211,337.45	37,806,628.80	34,019,083.02	23,452,462.20				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								23,452,462.20	

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	9,340.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	1,147,871.00		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					27,462.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	(8,840.00)	0.00	0.00				
Other Sources/Uses Detail					424,302.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(500.00)	0.00	0.00				
Other Sources/Uses Detail					151,174.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					544,933.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	9,340.00	(9,340.00)	0.00	0.00	1,147,871.00	1,147,871.00	0.00	0.00

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	24,909.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	1,829,558.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					69,810.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	(17,100.00)	0.00	0.00				
Other Sources/Uses Detail					440,122.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	(7,809.00)	0.00	0.00				
Other Sources/Uses Detail					369,737.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					200,000.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					300,934.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund Transfers In 5750	Direct Costs - Interfund Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Indirect Costs - Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					448,956.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	24,909.00	(24,909.00)	0.00	0.00	1,829,559.00	1,829,558.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	2,237
District's ADA Standard Percentage Level:	**1.0%**

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	2,368	2,367		
Charter School				
Total ADA	**2,368**	**2,367**	**0.0%**	**Met**
Second Prior Year (2019-20)				
District Regular	2,358	2,385		
Charter School				
Total ADA	**2,358**	**2,385**	**N/A**	**Met**
First Prior Year (2020-21)				
District Regular	2,385	2,385		
Charter School		0		
Total ADA	**2,385**	**2,385**	**0.0%**	**Met**
Budget Year (2021-22)				
District Regular	2,385			
Charter School	0			
Total ADA	**2,385**			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4): 2,237

District's Enrollment Standard Percentage Level: 1.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	2,485	2,467		
Charter School				
Total Enrollment	**2,485**	**2,467**	**0.7%**	**Met**
Second Prior Year (2019-20)				
District Regular	2,452	2,483		
Charter School				
Total Enrollment	**2,452**	**2,483**	**N/A**	**Met**
First Prior Year (2020-21)				
District Regular	2,475	2,335		
Charter School				
Total Enrollment	**2,475**	**2,335**	**5.7%**	**Not Met**
Budget Year (2021-22)				
District Regular	2,329			
Charter School				
Total Enrollment	**2,329**			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation: (required if NOT met)

District enrollment declined substantially due to the pandemic and decline is greater than normal as families enroll their children in private schools or moving out of the area.

1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation: (required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	2,358	2,467	
Charter School		0	
Total ADA/Enrollment	**2,358**	**2,467**	**95.6%**
Second Prior Year (2019-20)			
District Regular	2,385	2,483	
Charter School			
Total ADA/Enrollment	**2,385**	**2,483**	**96.1%**
First Prior Year (2020-21)			
District Regular	2,385	2,335	
Charter School	0		
Total ADA/Enrollment	**2,385**	**2,335**	**102.1%**
		Historical Average Ratio:	97.9%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	**98.4%**

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2021-22)				
District Regular	2,237	2,329		
Charter School	0			
Total ADA/Enrollment	**2,237**	**2,329**	**96.0%**	**Met**
1st Subsequent Year (2022-23)				
District Regular	2,237	2,329		
Charter School				
Total ADA/Enrollment	**2,237**	**2,329**	**96.0%**	**Met**
2nd Subsequent Year (2023-24)				
District Regular	2,237	2,329		
Charter School				
Total ADA/Enrollment	**2,237**	**2,329**	**96.0%**	**Met**

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected P-2 ADA to enrollment ratio has not exceeded the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)[1] and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA[1] and its economic recovery target payment, plus or minus one percent.

[1] Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.
LCFF Revenue Standard selected: Basic Aid

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	2,387.06	2,387.06	2,239.13	2,239.13
b. Prior Year ADA (Funded)		2,387.06	2,387.06	2,239.13
c. Difference (Step 1a minus Step 1b)		0.00	(147.93)	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	-6.20%	0.00%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		22,921,937.00	22,031,838.00	22,678,171.00
b1. COLA percentage		5.07%	2.48%	3.11%
b2. COLA amount (proxy for purposes of this criterion)		1,162,142.21	546,389.58	705,291.12
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		5.07%	2.48%	3.11%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)		5.07%	-3.72%	3.11%
LCFF Revenue Standard (Step 3, plus/minus 1%):		**N/A**	**N/A**	**N/A**

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	56,998,147.00	59,334,211.00	61,466,645.00	63,521,610.00
Percent Change from Previous Year		**4.10%**	**3.59%**	**3.34%**
Basic Aid Standard (percent change from previous year, plus/minus 1%):		**3.10% to 5.10%**	**2.59% to 4.59%**	**2.34% to 4.34%**

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	**N/A**	**N/A**	**N/A**

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	59,159,921.00	61,495,985.00	63,598,833.00	65,653,798.00
District's Projected Change in LCFF Revenue:		3.95%	3.42%	3.23%
Basic Aid Standard:		**3.10% to 5.10%**	**2.59% to 4.59%**	**2.34% to 4.34%**
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
Third Prior Year (2018-19)	39,431,599.80	45,549,138.78	86.6%
Second Prior Year (2019-20)	40,715,702.83	45,909,956.73	88.7%
First Prior Year (2020-21)	42,642,462.00	49,364,009.00	86.4%
		Historical Average Ratio:	87.2%

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	**84.2% to 90.2%**	**84.2% to 90.2%**	**84.2% to 90.2%**

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999) Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)	Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
Budget Year (2021-22)	44,512,437.00	51,449,934.00	86.5%	Met
1st Subsequent Year (2022-23)	45,954,797.00	53,760,165.00	85.5%	Met
2nd Subsequent Year (2023-24)	46,456,258.00	54,370,703.00	85.4%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	5.07%	-3.72%	3.11%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	**-4.93% to 15.07%**	**-13.72% to 6.28%**	**-6.89% to 13.11%**
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	.07% to 10.07%	-8.72% to 1.28%	-1.89% to 8.11%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2020-21)	2,860,460.00		
Budget Year (2021-22)	765,275.00	-73.25%	Yes
1st Subsequent Year (2022-23)	762,475.00	-0.37%	No
2nd Subsequent Year (2023-24)	762,475.00	0.00%	No

Explanation: (required if Yes)
In FY 20-21 the District awarded $2,042,865 in One-Time Federal revenues.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2020-21)	5,526,919.00		
Budget Year (2021-22)	3,713,282.00	-32.81%	Yes
1st Subsequent Year (2022-23)	3,136,867.00	-15.52%	Yes
2nd Subsequent Year (2023-24)	3,139,961.00	0.10%	No

Explanation: (required if Yes)
State revenues change due to $1.7 Million in one-time funding in the prior year for Learning Loss Mitigation, Expanded Learning Opportunities, In Person Instruction grants and $160K for other funding recognize on cash basis.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2020-21)	1,763,333.00		
Budget Year (2021-22)	1,944,147.00	10.25%	Yes
1st Subsequent Year (2022-23)	1,944,147.00	0.00%	No
2nd Subsequent Year (2023-24)	1,944,147.00	0.00%	No

Explanation: (required if Yes)
Local revenues projected to increase to average for bus fees, use of facilties, and other local funding as we return to a normal operation next school year.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2020-21)	3,748,359.00		
Budget Year (2021-22)	3,167,476.00	-15.50%	Yes
1st Subsequent Year (2022-23)	3,190,350.00	0.72%	No
2nd Subsequent Year (2023-24)	3,238,205.00	1.50%	No

Explanation: (required if Yes)
Adjust for one time grants and carryovers

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2020-21)	6,871,695.00		
Budget Year (2021-22)	5,907,156.00	-14.04%	Yes
1st Subsequent Year (2022-23)	5,846,798.00	-1.02%	No
2nd Subsequent Year (2023-24)	5,878,542.00	0.54%	No

Explanation: (required if Yes)
Adjust for one time grants and carryovers

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2020-21)	10,150,712.00		
Budget Year (2021-22)	6,422,704.00	-36.73%	Not Met
1st Subsequent Year (2022-23)	5,843,489.00	-9.02%	Met
2nd Subsequent Year (2023-24)	5,846,583.00	0.05%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2020-21)	10,620,054.00		
Budget Year (2021-22)	9,074,632.00	-14.55%	Not Met
1st Subsequent Year (2022-23)	9,037,148.00	-0.41%	Met
2nd Subsequent Year (2023-24)	9,116,747.00	0.88%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Federal Revenue (linked from 6B if NOT met)
In FY 20-21 the District awarded $2,042,865 in One-Time Federal revenues.

Explanation: Other State Revenue (linked from 6B if NOT met)
State revenues change due to $1.7 Million in one-time funding in the prior year for Learning Loss Mitigation, Expanded Learning Opportunities, In Person Instruction grants and $160K for other funding recognize on cash basis.

Explanation: Other Local Revenue (linked from 6B if NOT met)
Local revenues projected to increase to average for bus fees, use of facilties, and other local funding as we return to a normal operation next school year.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation: Books and Supplies (linked from 6B if NOT met)
Adjust for one time grants and carryovers

Explanation: **Services and Other Exps** (linked from 6B if NOT met)
Adjust for one time grants and carryovers

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation? — No

   b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223) — 0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690)	65,331,428.00			
b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)	0.00	3% Required Minimum Contribution (Line 2c times 3%)	Budgeted Contribution[1] to the Ongoing and Major Maintenance Account	Status
c. Net Budgeted Expenditures and Other Financing Uses	65,331,428.00	1,959,942.84	1,961,736.00	Met

[1] Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- [ ] Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- [ ] Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- [ ] Other (explanation must be provided)

Explanation:
(required if NOT met and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves[1] as a percentage of total expenditures and other financing uses[2] in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	2,925,576.44	3,145,072.00	3,315,905.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	2,925,576.44	3,145,072.00	3,315,905.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	58,511,539.97	62,901,430.45	66,318,104.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	58,511,539.97	62,901,430.45	66,318,104.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	5.0%	5.0%	5.0%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	**1.7%**	**1.7%**	**1.7%**

[1]Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2]A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	3,072,972.59	46,730,505.93	N/A	Met
Second Prior Year (2019-20)	344,126.97	51,174,473.21	N/A	Met
First Prior Year (2020-21)	1,928,261.00	50,511,880.00	N/A	Met
Budget Year (2021-22) (Information only)	1,217,878.00	53,279,492.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level [1]	District ADA		
1.7%	0	to	300
1.3%	301	to	1,000
1.0%	1,001	to	30,000
0.7%	30,001	to	400,000
0.3%	400,001	and	over

[1] Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4): 2,239

District's Fund Balance Standard Percentage Level: **1.0%**

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance [2] (Form 01, Line F1e, Unrestricted Column) Original Budget	Estimated/Unaudited Actuals	Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
Third Prior Year (2018-19)	17,301,786.00	17,716,804.16	N/A	Met
Second Prior Year (2019-20)	18,874,366.00	20,789,776.75	N/A	Met
First Prior Year (2020-21)	18,364,132.00	21,133,903.00	N/A	Met
Budget Year (2021-22) (Information only)	23,062,164.00			

[2] Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves[1] for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts[2] as applied to total expenditures and other financing uses[3]:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or $71,000 (greater of)	0	to	300
4% or $71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

[1] Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

[2] Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

[3] A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	2,237	2,237	2,237
District's Reserve Standard Percentage Level:	**3%**	**3%**	**3%**

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members? No
2. If you are the SELPA AU and are excluding special education pass-through funds:
   a. Enter the name(s) of the SELPA(s):

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

		Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1.	Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	67,949,485.00	68,550,132.00	69,270,445.00
2.	Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)	0.00	0.00	0.00
3.	Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	67,949,485.00	68,550,132.00	69,270,445.00
4.	Reserve Standard Percentage Level	3%	3%	3%
5.	Reserve Standard - by Percent (Line B3 times Line B4)	2,038,484.55	2,056,503.96	2,078,113.35
6.	Reserve Standard - by Amount ($71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	**District's Reserve Standard (Greater of Line B5 or Line B6)**	**2,038,484.55**	**2,056,503.96**	**2,078,113.35**

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	3,397,474.00	3,427,507.00	3,463,522.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	3,397,474.00	3,427,507.00	3,463,522.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	5.00%	5.00%	5.00%
District's Reserve Standard (Section 10B, Line 7):	**2,038,484.55**	**2,056,503.96**	**2,078,113.35**
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget? — No

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources? — No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues? — No

1b. If Yes, identify the expenditures:

S4. Contingent Revenues

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)? — No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than $20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard:	**-10.0% to +10.0% or -$20,000 to +$20,000**

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. **Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)**				
First Prior Year (2020-21)	(7,582,774.00)			
Budget Year (2021-22)	(8,110,844.00)	528,070.00	7.0%	Met
1st Subsequent Year (2022-23)	(8,191,952.00)	81,108.00	1.0%	Met
2nd Subsequent Year (2023-24)	(8,273,872.00)	81,920.00	1.0%	Met
1b. **Transfers In, General Fund ***				
First Prior Year (2020-21)	0.00			
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
1c. **Transfers Out, General Fund ***				
First Prior Year (2020-21)	1,147,871.00			
Budget Year (2021-22)	1,829,558.00	681,687.00	59.4%	Not Met
1st Subsequent Year (2022-23)	1,857,001.00	27,443.00	1.5%	Met
2nd Subsequent Year (2023-24)	1,884,856.00	27,855.00	1.5%	Met

1d. **Impact of Capital Projects**
Do you have any capital projects that may impact the general fund operational budget? No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

District will fund projects accounted for in other funds, Fund 14 Deferred Maintenance and Fund 40 Special Reserve for capital projects annually and ongoing beginning FY 21-22

1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments[1] and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

[1] Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments? (If No, skip item 2 and Sections S6B and S6C) — Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For: Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2021
Leases				
Certificates of Participation				
General Obligation Bonds	13	Fund 51		28,287,502
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences		Fund 01, 12,13		321,212
Other Long-term Commitments (do not include OPEB):				
TOTAL:				28,608,714

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases				
Certificates of Participation				
General Obligation Bonds	2,824,000	2,937,200	3,033,675	3,163,425
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	2,824,000	2,937,200	3,033,675	3,163,425
Has total annual payment increased over prior year (2020-21)?		**Yes**	**Yes**	**Yes**

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes to increase in total annual payments)

General Obligation Bonds debt are repaid as approved by voters through levied taxes.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5) — Yes

2. For the district's OPEB:
   a. Are they lifetime benefits? — No
   b. Do benefits continue past age 65? — No
   c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method? — Pay-as-you-go

   b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
	942,000

4. OPEB Liabilities

Data must be entered.

a. Total OPEB liability	17,751,618.00
b. OPEB plan(s) fiduciary net position (if applicable)	0.00
c. Total/Net OPEB liability (Line 4a minus Line 4b)	17,751,618.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?	Actuarial
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation	Jun 30, 2019

5. OPEB Contributions

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method	1,327,274.00	1,327,274.00	1,327,274.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	448,955.00	448,955.00	448,955.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	448,955.00	448,955.00	448,955.00
d. Number of retirees receiving OPEB benefits	69	69	69

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

   No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

a. Accrued liability for self-insurance programs	
b. Unfunded liability for self-insurance programs	

4. Self-Insurance Contributions

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
a. Required contribution (funding) for self-insurance programs			
b. Amount contributed (funded) for self-insurance programs			

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:
The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	175.4	176.5	176.5	176.5

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?	No	No	No
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits	284,146	

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?	No		
If Yes, amount of new costs included in the budget and MYPs			

If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

Certificated (Non-management) Attrition (layoffs and retirements)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	146.0	152.8	152.8	152.8

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

   If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

   If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

   If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

   If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

   If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date: End Date:

5. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
One Year Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year			
or			
Multiyear Agreement			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 144,153

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
7. Amount included for any tentative salary schedule increases	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Classified (Non-management) Prior Year Settlements			
Are any new costs from prior year settlements included in the budget?	No		
If Yes, amount of new costs included in the budget and MYPs			

If Yes, explain the nature of the new costs:

Classified (Non-management) Step and Column Adjustments	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step & column over prior year			

Classified (Non-management) Attrition (layoffs and retirements)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are savings from attrition included in the budget and MYPs?	Yes	Yes	Yes
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?	Yes	Yes	Yes

Classified (Non-management) - Other
List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	33.4	33.4	33.4	33.4

Management/Supervisor/Confidential
Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year? No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?			
Total cost of salary settlement			
% change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits 44,629

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of H&W benefit changes included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

Management/Supervisor/Confidential Step and Column Adjustments	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step and column adjustments			
3. Percent change in step & column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Are costs of other benefits included in the budget and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?	Yes
2. Adoption date of the LCAP or an update to the LCAP.	Jun 23, 2021

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?	Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1.	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	No
A2.	Is the system of personnel position control independent from the payroll system?	No
A3.	Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)	Yes
A4.	Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?	No
A5.	Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	No
A6.	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	No
A7.	Is the district's financial system independent of the county office system?	No
A8.	Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)	No
A9.	Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?	Yes

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

District: Carmel Unified School District
CDS #: 27 65987

Adopted Budget
2021-22 Budget Attachment
Balances in Excess of Minimum Reserve Requirements

Reasons for Assigned and Unassigned Ending Fund Balances in Excess of Minimum Recommended Reserves

Education Code Section 42127(a)(2)(B) requires a statement of the reasons that substantiates the need for assigned and unassigned ending fund balances in excess of the minimum reserve standard for economic uncertainties for each fiscal year identified in the budget.

Combined Assigned and Unassigned/unappropriated Fund Balances			
Form	Fund	2021-22 Budget	Objects 9780/9789/9790
01	General Fund	$24,914,049.00	Form 01
17	Special Reserve Fund for Other Thank Capital Outlay Projects	$0.00	Form 17
	Total Assigned and Unassigned Ending Fund Balances	$24,914,049.00	
	District Standard Reserve Level	3%	Form 01CS, Section 10B, Line 4
	Less District Minimum Reserve for Economic Uncertainties	$2,038,485.00	Form 01CS, Section 10B, Line 7
	Remaining Balance to Substantiate Need	$22,875,564.00	

Reasons for Fund Balances in Excess of Minimum Reserve for Economic Uncertainties

Form	**Fund**	**2020-21 Budget**	**Description of Need**
01	General Fund/County School Service Fund	$1,358,989.00	Additional 2% required to bring Reserve for Economic Uncertainty to Board Policy level of 5%
01	General Fund/County School Service Fund	$12,016,050.00	Board Fund Balance Policy for Basic Aid Reserve calculated at 1/3 of Revenue received in excess of State Formula
01	General Fund/County School Service Fund	$942,000.00	Set aside for Other Post Employment Benefits
01	General Fund/County School Service Fund	$600,000.00	Set aside for Textbook Adoptions
01	General Fund/County School Service Fund	$7,319,518.00	Set aside for Capital Projects
01	General Fund/County School Service Fund	$634,007.00	Set aside for Routine Maintenance
01	General Fund/County School Service Fund	$5,000.00	Set aside for Revolving Cash
17	Special Reserve Fund for Other Than Capital Outlay Projects	$0.00	
17	Special Reserve Fund for Other Than Capital Outlay Projects	$0.00	
	Insert Lines above as needed		
	Total of Substantiated Needs	$22,875,564.00	

Remaining Unsubstantiated Balance	**$0.00**	**Balance should be Zero**

Education Code Section 42127 (d)(1) requires a county superintendent to either conditionally approve or disapprove a school district budget if the district does not provide for EC 42127 (a)(2)(B) public review and discussion at its public budget hearing.

School Year: 2021-22

Captain Cooper Elementary School
School Plan for Student Achievement (SPSA)

School Name	County-District-School (CDS) Code	School-site Council (SSC) Approval Date	Local Board Approval Date
Captain Cooper Elementary School	27-65987-6026025	5-6-21	

Purpose and Description

Briefly describe the purpose of this plan (School-wide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

School-wide Program

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Captain Cooper Elementary School is a Title 1 school with a School-wide Program to support students. Our school goals match the district LCAP goals in the areas of ELA, Math and Social, Emotional and Behavioral learning. The school's plan meets the ESSA requirements by advancing equity for disadvantaged and high needs students, ensuring students are taught to high academic standards, providing information to educators, families, students and communities through annual state-wide assessment, helping grow innovative practices and evidence-based interventions and developing action to effect positive change. Our SPSA and Title 1 budget provide funding for an ELD/ELA/math intervention teacher, instructional aide support in the classroom, and instructional coaching by the teaching principal. The SPSA and budget support a bilingual shared book program to connect home and school, as well as a student and family math night. To grow the innovative programs and intervention programs at the school, the SPSA and budget support acquisition of supplemental materials and supplies for the intervention instructional program (ELA, math, ELD), social/emotional behavioral learning, summer school, and our innovative STEAM program. Lastly, the SPSA supports the English Language Advisory Committee (ELAC) and School Site Council (SSC) meetings to encourage parent participation in the development of the SPSA and Title 1 budget.

Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

Involvement Process for the SPSA and Annual Review and Update

9/3/20 ELAC/DELAC/SSC meeting- ELAC/DELAC information, importance of attendance reviewed, no new ELPAC and CAASPP data to review (prior year assessments cancelled)
9/10/20 All Staff meeting- no new ELPAC and CAASPP data to review (prior year assessments cancelled)
10/8/20 All Staff meeting- Review 2019-20 SPSA and Title 1 budget
10/22/20 Reopening Plan Town Hall Meeting
11/5/20 ELAC/SSC meeting- Review Safety Goals and needs, EL Reclassification, Parent Engagement Policy and Plan, 2019-20 SPSA and Title 1 budget
11/12/20 All Staff meeting- Fidelity Integrity Assessment for MTSS, review Safety Goals and needs
12/17/20 All Staff meeting- Title 1 funds review
1/14/21 All Staff meeting- Title 1 funds update
1/21/21 ELAC/SSC meeting- Title 1 funds review and update
2/4/21 Parent meeting- LCAP Information and data presentation
2/11/21 All Staff meeting- LCAP Information and data presentation
3/18/21 ELAC/SSC meeting- CA Dashboard review for LCAP- school and district data, LCAP parent, staff and student survey results, assess needs, Summative ELPAC and CAASPP information
3/18/21 All Staff meeting- CA Dashboard review for LCAP- school and district data, LCAP parent, staff and student survey results, assess needs
4/1/21 District LCAP Stakeholder meeting
4/8/21 All Staff meeting- LCAP survey summary and data presentation
5/6/21 ELAC/SSC meeting- Final review and approval of SPSA and Title 1 budget, Request Title 1 Funds
5/20/13 All Staff meeting- Final review of SPSA and Title 1 budget
5/27/21 DELAC meeting- CA Dashboard review for LCAP

Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

As a result of the needs assessment, materials and supplies were identified to supplement intervention for: ELA, math and ELD, social/emotional/behavioral learning, bilingual books for shared reading at home, and STEAM for the innovative science, technology, engineering, art and math program. The personnel needs identified are instructional coaching, intervention teaching (ELD, ELA, Math), school counseling and instructional aide support for English learners and intervention students. Due to the high percentage of English learners and students in the low socioeconomic demographic group, our students don't have the same access to resources and experiences as the students at other district schools; therefore, materials and supplies addressing the goal areas allow our students access to educational and enriching experiences.

Goals, Strategies, Expenditures, & Annual Review

Goal 1

English Language Arts: By June 2022, 65% of students will score "Meets" or "Exceeds" on the ELA portion of the California Assessment of Student Performance and Progress (CAASPP).

Identified Need

On the 2019 California School Dashboard, the Captain Cooper School performance indicator for English Language Arts was in the yellow zone, scoring 13.5 points below the standard. On the 2019 CAASPP, 62% of students did not meet standards in ELA and 38% of students did meet or exceed the standards in ELA.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment	June 2021, 45% of 3rd-5th grade students met average growth targets in reading fluency as measured by the end of the year Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment.	By June 2022, 65% of 3rd-5th grade students will meet average growth targets in reading fluency as measured by the end of the year Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment.
ELA portion of the California Assessment of Student Performance and Progress (CAASPP)	38% of 3rd-5th grade students scored “Meets” or “Exceeds” on the ELA portion of the 2018-19 California Assessment of Student Performance and Progress (CAASPP).	By June 2022, 65% of 3rd-5th grade students will score “Meets” or “Exceeds” on the ELA portion of the California Assessment of Student Performance and Progress (CAASPP).
STAR ELA Assessment	65% of 3rd-5th grade students met or exceeded standards on the 2021 STAR ELA assessment.	By June 2022, 68% of 3rd-5th grade students will meet or exceed standards on the STAR ELA assessment.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Activity

ELA intervention teacher

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELA intervention teacher (.267 FTE) $39,407	Title 1

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Action

ELA instructional coaching by teaching principal (.1 FTE)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Teaching Principal (.1 FTE) $20,699	Title 1

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Activity

ELA intervention materials

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELA intervention materials $4,000	Title 1

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Activity

ELA professional development

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELA professional development $5,607	Title 1

Goals, Strategies, Expenditures, & Annual Review

Goal 2

Math: By June 2022, 65% of students will score “Meets” or “Exceeds” on the Mathematics portion of the California Assessment of Student Performance and Progress (CAASPP).

Identified Need

On the 2019 California School Dashboard, the Captain Cooper School performance indicator for Math was in the orange zone, scoring 32.7 points below the standard. On the 2019 CAASPP, 25% students did not meet standards in Math and 75% of students did meet or exceed standards in Math.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
The Mathematics portion of the California Assessment of Student Performance and Progress (CAASPP).	25% of 3rd-5th grade students scored “Meets” or “Exceeds” on the math portion of the 2018-19 California Assessment of Student Performance and Progress (CAASPP).	By June 2022, 65% of 3rd-5th grade students will score “Meets” or “Exceeds” on the math portion of the California Assessment of Student Performance and Progress (CAASPP).
STAR Math Assessment	65% of 3rd-5th grade students met or exceeded standards on the 2021 STAR math assessment	By June 2022, 68% of 3rd-5th grade students will meet or exceed standards on the STAR math assessment

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

Math intervention Teacher (.27 FTE)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Math intervention teacher (.27 FTE) $39,407	Title 1

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

Math coaching by teaching principal (.1 FTE)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Teaching Principal (.1 FTE) $20,699	Title 1

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

Math intervention materials

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Math intervention materials $4,000	Title 1

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

STEAM program

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
STEAM program materials $4,000	Title 1

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

Math Night for students and families

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Math Night $1000	Title 1

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including math intervention students, special education students with math IEP goals and English learners.

Strategy/Activity

Professional development

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Math professional development $5,607	Title 1

Goals, Strategies, Expenditures, & Annual Review

Goal 3

English Language Development: By June 2022, 65% of EL students will either move one level or maintain their current level for only a second year on the Summative ELPAC, and/or meet reclassification criteria.

Identified Need

On the 2019 Summative English Language Proficiency Assessment for California (ELPAC), 48.7% of students scored at level 4, 38.5% of students scored at level 3, 7.7% of students scored at level 2 and

5.1% of students scored at level 1 (51.3% of students did not meet the ELPAC standard for Reclassified Fluent English Proficient-RFEP). During the 2019-20 school year, approximately 34.5% of the students were designated English Learners (EL), according to the 2020 CA School Dashboard.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Summative ELPAC	On the 2019 Summative ELPAC, 48.7% of students scored at level 4, 38.5% of students scored at level 3, 7.7% of students scored at level 2 and 5.1% of students scored at level 1 (51.3% of students did not meet the ELPAC standard for Reclassified Fluent English Proficient-RFEP). During the 2018-19 school year, approximately 42% of the students were designated as English Learners (EL).	By June 2022, 65% of EL students will either move one level or maintain their current level for only a second year on the Summative ELPAC, and/or meet reclassification criteria.
Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment	June 2021, 45% of 3rd-5th grade students met average growth targets in reading fluency as measured by the end of the year Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment.	By June 2022, 65% of students will meet average growth targets in reading fluency as measured by the end of the year Dynamic Indicator of Basic Early Literacy Skills (DIBELS) Next assessment.
ELA portion of the California Assessment of Student Performance and Progress (CAASPP)	38% of 3rd-5th grade students scored “Meets” or “Exceeds” on the ELA portion of the 2018-19 California Assessment of Student Performance and Progress (CAASPP).	By June 2022, 65% of students will score “Meets” or “Exceeds” on the ELA portion of the California Assessment of Student Performance and Progress (CAASPP).
STAR ELA Assessment	65% of 3rd-5th grade students met or exceeded standards on the 2021 STAR ELA assessment.	By June 2022, 68% of 3rd-5th grade students will meet or exceed standards on the STAR ELA assessment.

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students

Strategy/Activity

ELD intervention

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELD intervention teacher (.27 FTE) $39,407	Title 1

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students

Strategy/Activity

Instructional Assistants (2) to support English learners

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Instructional Assistant (.71825 FTE) $49,354	Title 1
Instructional Assistant (.71825 FTE) $41,751	Title 1

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students

Strategy/Activity

Home-school connection bilingual book program

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Bilingual books $4,000	Title 1

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students

Strategy/Activity

ELAC/SSC Meetings

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELAC/SSC meeting supplies $400	Title 1
Childcare for ELAC/SSC meetings $300	Title 1

Strategy/Activity 5

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students.

Strategy/Activity

ELD coaching by teaching principal (.1 FTE)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Teaching Principal (.1 FTE) $20,699	Title 1

Strategy/Activity 6

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English learners and Redesignated Fluent English Proficient (RFEP) students.

Strategy/Activity

ELD professional development

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
ELD professional development $5,607	Title 1

Goals, Strategies, Expenditures, & Annual Review

Goal 4

Social, Emotional, Behavioral: All students will be provided with Social Emotional Learning (SEL) and positive behavior intervention supports. By June 2022, The overall suspension rates will decrease and the specific rate for any sub-group will not exceed 1.5%.

Approximately 72.7% of the students are socioeconomically disadvantaged according to the 2020 school Dashboard. Social, emotional and behavioral needs were identified as target areas in the needs assessment. During the 2020-21 school year, there were 0 suspensions and 2 behavior referrals. The lower numbers of suspensions and referrals were in part, due to distance learning for 7 months of the year. Approximately 53% of students did participate in childcare cohorts on campus, during distance learning to be able to access the internet.

Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Number of Suspensions	0 suspensions	2 suspensions
Number of Behavior Referrals	2 behavior referrals	20 behavior referrals

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

Strategy/Activity 1

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including intervention students, special education students with IEP goals and English learners.

Strategy/Activity

School-wide positive social, emotional, behavioral tiered support program

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Social, emotional and behavioral learning materials $1,000	Title 1

Strategy/Activity 2

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including intervention students, special education students with IEP goals and English learners.

Strategy/Action

School Counselor providing services for classes, groups, individuals and parents (.2 FTE)

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
School Counselor (.2 FTE) $16,446	Title 1

Strategy/Activity 3

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Activity

Parent Library in counseling office

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Parenting and family wellness books $1,000	Title 1

Strategy/Activity 4

Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, including ELA intervention students, special education students with ELA IEP goals and English learners.

Strategy/Activity

Social Emotional Learning professional development

Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Site/Local.

Amount(s)	Source(s)
Social emotional learning professional development $5,607	Title 1

Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

Budget Summary

DESCRIPTION	AMOUNT
Total Funds Provided to the School Through the Consolidated Application **(Federal Funds)**	$329,997
Total Federal Funds Provided to the School from the LEA for CSI	$ -0-
Total Site Funds Budgeted for Strategies to Meet the Goals in the SPSA	$329,997

Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. **NOTE: If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted**.

Federal Programs	Allocation ($)
Title 1	$329,997

Subtotal of additional federal funds included for this school: $329,997

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation ($)
Expanded Learning Opportunity Grant	$130,349
Expanded Learning Opportunity Grant Paras	$54,466
In-Person Instruction Grant	$53,049

Subtotal of state or local funds included for this school: $237,864

Total of federal, state, and/or local funds for this school: $570,770

CARMEL UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION – CLASSIFIED MANAGEMENT

POSITION: DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS
225 Work Days

A. PRIMARY FUNCTION

Under the general direction of the Superintendent, the Director of Communications and Community Relations is a cabinet-level position that works closely with District staff and the Board of Trustees to ensure that the district maintains a strong relationship of trust and understanding with the entire CUSD community through effective two-way communication with students, staff, parents, civic leaders and residents with no children enrolled in the schools. This leadership position will be responsible for creating a strategic communications plan and infrastructure; researching, writing, and disseminating information about district news, schools, current events and issues affecting CUSD students, staff and parents; engage and conduct outreach with the District's Spanish speaking families; and provide multiple pathways for the community to communicate with District leaders.

B. ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

1. Serves as the public information officer for the district.
2. Assists in the planning, implementation and maintenance of District and site public communications, using a variety of media and techniques, including the district website, social media, District mass communication system (emails, texts, phone calls, mobile app, etc.), District newsletter, blogs, video, press releases, and printed marketing materials such as brochures, flyers, etc.
3. Creates opportunities such as surveys, advisory councils, community forums, etc., for the district to engage with and listen to the community.
4. As directed by the Superintendent, composes, and disseminates a wide variety of information concerning Board, Superintendent and District actions and policies, including regular superintendent updates, social media posts, opinion pieces, presentations, speeches, brochures, pamphlets describing educational programs and activities, and general information about Carmel Unified School District. Maintains quality control and consistency of district publications.
5. Maintains content – articles, announcements, photos, videos -- on the main pages of the district website and works closely with the Chief Technology Officer on creating and maintaining an effective communications infrastructure.
6. Assists the Superintendent with media relations by responding to news media inquiries, maintaining media databases, maintaining strong working relationships with reporters and editors covering the district, writing, and disseminating news releases, seeking story opportunities, and contacting the press, as needed.
7. Supports the Superintendent, Board, and members of Cabinet in responding to inquiries from the general public, educators, and the media regarding District decisions, issues and operations, statistical data, policies, and procedures.
8. Serves as a liaison with community agencies, organizations, and community representatives. Coordinates various partnership programs involving students or staff and community organizations.
9. Engage and conduct outreach with the district's Spanish speaking families in order to foster more inclusive partnerships in support of students
10. Facilitates meetings with special groups, such as District advisory councils and committees, community information meetings, etc.
11. Analyzes internal communication needs and makes recommendations for methods to meet the information needs of internal audiences.
12. Reports on internal and external communication strategies.

13. Coordinates and participates in special projects involving multiple departments and/or across schools. Assists in the planning, organization, and execution of special events.
14. Performs other duties as assigned.

C. QUALIFICATIONS

1. Knowledge of:
   a. Public relations, marketing and media principles, practices, and policies
   b. Racial justice, equity, and inclusion principles, policies, and communication strategies
   c. Culturally sensitive communications
   d. Social media marketing
   e. Elements of writing content for social media, news media and general publications internal and external to the school district
   f. Interpersonal skills and effective oral and written communications
   g. Special event planning and project management
   h. Principles and terms associated with printing of publications and Web site production
   i. Public school organization, operations, policies, and objectives
2. Ability to:
   a. Write clear, effective, audience-targeted communication including website copy, social media, letters, FAQs, press releases, speeches, presentations, brochures, event flyers, information materials, etc.
   b. Ability to read, write and speak Spanish fluently, support oral translation during meetings, and written translation of all messaging
   c. Maintain and update District/school site website content.
   d. Collaborate with others in a variety of situations requiring specialized knowledge, tact and good judgment.
   e. Creatively and effectively analyze situations and problems and adopt effective and appropriate courses of action.
   f. Discern what messaging is needed and will be most effective.
   g. Advise the Superintendent and Board in crisis communication strategies when unexpected situations arise
   h. Communicate effectively and have the ability to present and engage with large and small groups.
   i. Understand and analyze data and use it to create comprehensible reports and presentations.
   j. Plan, edit, and produce publications and electronic/visual presentations.
   k. Identify, develop, and successfully present news and feature story opportunities to television, radio, newspaper, and magazine editors and reporters.
   l. Take photographs with film and digital cameras.
   m. Establish and maintain effective relationships with District leadership, educational community, parents, and the community.
3. Other Skills:
   a. Anticipate District communication needs and take initiative to advise the Superintendent on strategies and messaging when communication is needed.
   b. Plan, organize, and implement work in a timely manner.
   c. Work collaboratively with colleagues and the community.
   d. Juggle multiple tasks and meet deadlines.
   e. Remain calm under pressure.
   f. Work to ensure all district communication is respectful and inclusive of all members of the school community.
   g. Ability to work independently, high degree of self-motivation
   h. Excellent verbal, written and interpersonal skills
   i. Proficiency with current technology for performance of duties
   j. Excellent analytical and critical thinking and judgment skills
   k. Previous experience working with public schools preferred

l. Working knowledge of internal and external public relations programs
m. Bilingual - Spanish required

D. EDUCATION AND EXPERIENCE

Any combination equivalent to:

a. A minimum of 5-7 years of increasingly responsible job-related experience
b. A bachelor's degree in Public Relations, Communications, or equivalent experience
c. The requirements listed above are representative of the knowledge, skills and/or abilities required.

LICENSES AND CERTIFICATES

a. Valid California driver's license and proof of current liability insurance at time of appointment and throughout employment in this classification
b. PR Certificate or equivalent

E. PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of this position are the following essential physical requirements:

a. Physical, mental, and emotional stamina to perform the duties and responsibilities of the position.
b. Ability to see for purposes of reading reports, diagrams, labels, correspondence, documents, and other printed matter.
c. Ability to hear and understand speech at normal levels in person and/or on the telephone.
d. Ability to communicate so others will be able to clearly understand a normal conversation in person, on a telephone, on two-way radio, or in a virtual meeting environment.
e. Manual dexterity sufficient to write, use telephone and business machines (including typewriter, computer, calculator), and operate equipment in a safe and efficient manner.
f. Ability to routinely lift/carry equipment and supplies weighing up to 25 pounds.
g. Physical agility sufficient to sit, stand, kneel, walk, push/pull, squat, twist, bend, stoop, and to reach in all directions including overhead

F. WORKING CONDITIONS

Office working environment subject to long periods of standing, walking, bending, crouching, and may include period of working in outdoor spaces, pushing/pulling and lifting supplies and technical equipment, kneeling to access files from ground level to 4.5 feet above the ground, pushing/pulling of file drawers, reaching in all directions, and working at a computer and/or telephone for prolonged periods of time. Subject to driving a vehicle to conduct work.

Pending Approval

Carmel Unified School District
2021-2022
Salary Schedule
Classified Management
225 Day Work Year

Position		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	*Step 8*	*Step 10*	*Step 12*	*Step 14*
Director of Facilities & Transportation	Annually	119,316	124,848	130,644	136,728	143,112	149,784	153,468	157,248	161,148	165,108	169,164
1	Monthly	9,943	10,404	10,887	11,394	11,926	12,482	12,789	13,104	13,429	13,759	14,097
Director of Communications and Community Relations	Annually	95,088	99,540	104,256	109,260	114,432	119,856	122,892	125,952	129,096	132,288	135,588
2	Monthly	7,924	8,295	8,688	9,105	9,536	9,988	10,241	10,496	10,758	11,024	11,299
Director of Fiscal Services	Annually	95,088	99,540	104,256	109,260	114,432	119,856	122,892	125,952	129,096	132,288	135,588
2	Monthly	7,924	8,295	8,688	9,105	9,536	9,988	10,241	10,496	10,758	11,024	11,299
Maintenance and Operations Supervisor	Annually	87,912	91,944	96,156	100,692	105,336	110,220	112,956	115,704	118,536	121,452	124,428
3	Monthly	7,326	7,662	8,013	8,391	8,778	9,185	9,413	9,642	9,878	10,121	10,369
Network Administrator	Annually	87,912	91,944	96,156	100,692	105,336	110,220	112,956	115,704	118,536	121,452	124,428
3	Monthly	7,326	7,662	8,013	8,391	8,778	9,185	9,413	9,642	9,878	10,121	10,369
Supervisor of Food Services	Annually	81,300	85,128	89,100	93,324	97,704	102,348	104,856	107,448	110,112	112,824	115,608
4	Monthly	6,775	7,094	7,425	7,777	8,142	8,529	8,738	8,954	9,176	9,402	9,634
Theater Manager	Annually	73,404	76,704	80,172	83,760	87,540	91,476	93,768	96,108	98,508	100,968	103,488
5	Monthly	6,117	6,392	6,681	6,980	7,295	7,623	7,814	8,009	8,209	8,414	8,624

M.A. receives additional $2,000

Health and Welfare Benefits: The District shall provide eligible classified management employees with health, dental and vision insurance coverage that is comparable to that described in the CSEA contract. Issues of employee eligibility, continuation of coverage during periods of leave, retirement provisions, and the District share of employee benefit contributions shall be the same as those enumerated in the CSEA contract. In addition, the District shall provide eligible classified management employees with an assistance program that is comparable to the program described in the CSEA contract.

With prior approval from the Superintendent of Schools, employees shall be compensated, on a per diem basis, for up to 5 days worked in excess of the defined work year.

Approved: Pending
Effective: 7/1/2021

CARMEL UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION – STUDENT SUPPORT SERVICES

POSITION: BOARD CERTIFIED BEHAVIOR ANALYST (BCBA)
200 Work Days

A. PRIMARY FUNCTION

Under the direction of the Director of Special Education, in collaboration with site administrators, provide consultation, support, and advisory services to District personnel regarding the planning, designing and monitoring of the implementation of positive behavior interventions and supports for students with behavior needs that are receiving special education and related services through an Individualized Education Program (IEP). Provide training and support in positive behavior interventions and supports (PBIS), appropriate behavior intervention and management techniques, Applied Behavior Analysis (ABA), data collection and analysis, and support strategies.

B. ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

1. Assumes responsibility for the development of a coordinated behavior management program for the Special Education & Student Services department
2. Participates in the planning development and implementation of program, procedures and best practices related to PBIS and instruction using the principles of Applied Behavior Analysis (ABA)
3. Plans and provides or supports the development and implementation of programs, policies, and best practices relative to the management of students' behaviors, including students with Autism, emotional disturbance, other disabilities as well as students with 504 plans and/or in general education
4. Plans and provides, or supports the provision of, positive behavior interventions and supports, for students, classrooms and school sites
5. Develops and provides training to, and coordinates the work of instructional assistants, behavior intervention assistants, behavior specialist, and other staff implementing behavior intervention programs
6. Conducts Functional Behavior Assessments (FBA) or Functional Assessments (FA) as appropriate
7. Conducts, and/or, facilitates the Special Circumstances Instructional Assistant (SCIA) Assessment process, as appropriate
8. Collects and analyzes data as part of assessment, developing and monitoring behavior recommendations and Behavior Intervention Plans (BIPs)
9. Consults with principals, psychologists, teachers and other specialists in developing, monitoring and evaluating behavior management strategies for general and special education students
10. May work directly with students as a means of training instructional assistants, teachers, and other staff in the positive behavior supports for particular students
11. Keeps abreast of current research and information in the areas of behavior management and provides in-service and training for teachers, specialists, instructional assistants, behavior intervention assistants, and other staff in areas related to behavior management strategies, avoidance of aversive techniques, and managing assaultive behavior
12. May attends IEP meetings for especially difficult cases, only when needed
13. Communicates with staff members regarding strategies developed for referred students and may assist the assigned case manager with a communication strategy for the entire IEP team, including parents
14. Collaboration with behavioral support services through community agencies (i.e., Regional Center vendors, insurance providers) to promote coordination of care for students with behavior services; including the scheduling of service delivery and maintenance of therapy records in electronic systems
15. Performs other duties as assigned

C. QUALIFICATIONS

Knowledge of:

a. Federal and State laws that apply to the assessment of students referred due to disruptive or assaultive behaviors
b. IDEA and Behavior Analyst Certification Board (BACB) guidelines to address behavior and develop and evaluate efficacy of positive behavior support plans
c. Non-violent crisis intervention techniques, including verbal de-escalation and physical interventions
d. Data collection and record-keeping techniques
e. general education and special education classroom environments and standards of learning

Ability to:

a. Conduct assessments that conform to the IDEA and Behavior Analyst Certification Board (BACB) to address behavior, including functional analysis assessments, and functional behavior assessments
b. Conduct assessments to address skill acquisition and social skills
c. Provide recommendations to an IEP team, or individual staff members, based on the findings of each assessment and specific to the identified disability of the student as it relates to the classroom performance and ability for the student to access the core curriculum
d. Professionally collaborate and consult with administrators, teachers, classified staff, parents and other team members
e. Develop and implement training
f. Maintain confidentiality

1. Other Skills:
   a. Work collaboratively and cooperatively with others
   b. Ability to work independently, high degree of self-motivation
   c. Excellent verbal, written and interpersonal skills
   d. Proficiency with current technology for performance of duties
   e. Perform clerical duties related to assessment, preparing reports, and maintaining records
   f. Excellent analytical and critical thinking and judgment skills
   g. Previous experience working with public schools preferred

D. EDUCATION AND EXPERIENCE

Any combination equivalent to:

a. Must have a Bachelor's and Master's degree from an accredited college or university with major coursework in a related field
b. Experience working in K-12 educational setting within specialized field of Applied Behavior Analysis (ABA) and PBIS, with increasing levels of responsibility

LICENSES AND CERTIFICATES

a. Successful completion of all requirements for Board Certification including the passage of the State Certification Examination
b. Valid California driver's license

E. PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of this position are the following essential physical requirements:

a. Physical, mental, and emotional stamina to perform the duties and responsibilities of the position

b. Ability to see for purposes of reading reports, diagrams, labels, correspondence, documents, and other printed matter
c. Ability to hear and understand speech at normal levels in person and/or on the telephone.
d. Ability to communicate so others will be able to clearly understand a normal conversation in person, on a telephone, and or on two-way radio
e. Manual dexterity sufficient to write, use telephone and business machines (including typewriter, computer, calculator), and operate equipment in a safe and efficient manner
f. Ability to routinely lift/carry objects weighing up to 25 pounds
g. Strength and stamina required to implement physical intervention protocols to control crisis situations with students
h. Physical agility sufficient to sit, stand, kneel, walk, push/pull, squat, twist, bend, stoop, and to reach in all directions including overhead

F. WORKING CONDITIONS

Indoor and outdoor environments subject to long periods of standing, walking, bending, crouching, pushing/pulling and lifting supplies, equipment, and objects, kneeling to access files from ground level to 4.5 feet above the ground, pushing/pulling of file drawers, reaching in all directions, and working at a computer and/or telephone for prolonged periods of time. Exposure to student who may exhibit verbal or physically aggressive behavior. Subject to driving a vehicle to conduct work.

Approved:

CARMEL UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION – STUDENT SUPPORT SERVICES

POSITION: MENTAL HEALTH LICENSED THERAPIST
184 Work Days

A. PRIMARY FUNCTION

Under the direction of the site principal, in collaboration with an identified district level administrator, the Mental Health Licensed Therapist is responsible for providing site based clinical services related to the delivery of mental health care to assigned students at the school location. He/She will also be responsible for providing consultation services to the school staff and parents to support the overall mental health goals of their assigned students.

B. ESSENTIAL FUNCTIONS/EXAMPLES OF DUTIES

Duties may include, but are not limited to the following:

a. Encourage students to express their feelings (using evidence-based therapeutic techniques) and discuss what is happening in their lives, and help them to develop insight into themselves and their relationships;
b. Collaborate with a site/district team to review program and student data, identify appropriate solutions, tiered interventions and action planning based on the data;
c. Guide students in the development of skills and strategies for dealing with their problems;
d. Counsel students, individually and in group sessions, to assist in overcoming dependencies, maladaptive behavior, adjusting to life, and making changes;
e. Collect and assess information about students through interviews, observation, and tests;
f. Act as student advocates in order to coordinate required services or to resolve emergency problems in crisis situations;
g. Develop and implement treatment plans based on clinical experience and knowledge;
h. Collaborate with other staff members to perform clinical assessments and develop treatment plans;
i. Refer students or family members to community resources or to specialists as necessary;
j. Evaluate the effectiveness of counseling programs and students' progress in resolving identified problems and moving towards defined objectives;
k. Maintain data on the efficacy of services;
l. Modify treatment activities and approaches as needed in order to comply with changes in students' status;
m. Run groups, workshops and courses, or presentations about mental health issues;
n. Maintain confidentiality of records relating to students' treatment;
o. Communicate and collaborate with other staff and family members as a means of effectively supporting students in home and school as to optimize the overall program and progress of the student;
p. Work with and communicate with other agencies, to ensure that all aspects of the student's program are addressed;
q. Work as a team of counseling support when a grief incident occurs in the District that requires the services of more than one School-Based Mental Health Counselor; and
r. Perform other related duties as assigned.

C. QUALIFICATIONS

Knowledge of:

a. Common diagnoses and treatments for school-aged children and skills necessary to facilitate positive change in a school environment;
b. Social emotional needs and their relationship to learning;
c. Report writing methods and techniques;
d. Communication skills with parents and staff concerning student needs; and
e. Facilitation techniques related to work with students in individuals or group sessions.

Ability to:

a. Provide recommendations to other staff on how best support students, based on current needs, as it relates to the classroom performance and ability for the student to access the core curriculum and other support services
b. Professionally collaborate and consult with administrators, teachers, classified staff, parents and other team members
c. Develop and implement training
d. Maintain confidentiality

1. Other Skills:
   a. Work collaboratively and cooperatively with others
   b. Ability to work independently, high degree of self-motivation
   c. Excellent verbal, written and interpersonal skills
   d. Proficiency with current technology for performance of duties
   e. Perform clerical duties related to assessment, preparing reports, and maintaining records
   f. Excellent analytical and critical thinking and judgment skills
   g. Previous experience working with public schools preferred

D. EDUCATION AND EXPERIENCE

Any combination equivalent to:

a. A Master's Degree or higher in counseling, psychology, art therapy, marriage family therapy, or a closely related field;
b. At least one year's experience in either a mental health setting or school setting providing clinical counseling services.

LICENSES AND CERTIFICATES

a. Licensed Professional Clinical Counselor (LPCC); or Licensed Marriage and Family Therapist (LMFT); or Licensed Clinical Social Worker (LCSW).
a. Valid California driver's license

E. PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of this position are the following essential physical requirements:

a. Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
b. Ability to see for purposes of reading reports, diagrams, labels, correspondence, documents, and other printed matter
c. Ability to hear and understand speech at normal levels in person and/or on the telephone
d. Ability to communicate so others will be able to clearly understand a normal conversation in person, or on a telephone
e. Manual dexterity sufficient to write, use telephone and business machines (including typewriter, computer, calculator), and operate equipment in a safe and efficient manner
f. Ability to routinely lift/carry objects weighing up to 15 pounds

g. Physical agility sufficient to sit, stand, kneel, walk, push/pull, squat, twist, bend, stoop, and to reach in all directions including overhead

F. WORKING CONDITIONS

Indoor environment subject to long periods of sitting, kneeling to access files from ground level to 4.5 feet above the ground, pushing/pulling of file drawers, reaching in all directions, and working at a computer and/or telephone for prolonged periods of time. Exposure to students who may exhibit extreme emotions and related behaviors. Subject to driving a vehicle to conduct work.

Approved:

Pending Approval

Carmel Unified School District
2021-2022 Salary Schedule
Liscensed Student Support Services

LICENSED SUPPORT SERVICES		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Daily Rate		**382.00**	**401.12**	**421.12**	**442.24**	**464.32**	**487.60**	**511.92**	**537.52**	**564.48**	**592.64**
BCBA	Annually	76,400	80,224	84,224	88,448	92,864	97,520	102,384	107,504	112,896	118,528
Days 200	Monthly	6,945	7,293	7,657	8,041	8,442	8,865	9,308	9,773	10,263	10,775
Occupational Therapist	Annually	70,288	73,806	77,486	81,372	85,435	89,718	94,193	98,904	103,864	109,046
Days 184	Monthly	6,390	6,710	7,044	7,397	7,767	8,156	8,563	8,991	9,442	9,913
Social Worker	Annually	70,288	73,806	77,486	81,372	85,435	89,718	94,193	98,904	103,864	109,046
Days 184	Monthly	6,390	6,710	7,044	7,397	7,767	8,156	8,563	8,991	9,442	9,913
MH Therapist	Annually	70,288	73,806	77,486	81,372	85,435	89,718	94,193	98,904	103,864	109,046
Days 184	Monthly	6,390	6,710	7,044	7,397	7,767	8,156	8,563	8,991	9,442	9,913

Approved: Pending
Effective: 7/1/21

Business Services

CARMEL UNIFIED SCHOOL DISTRICT

Date: June 9, 2021

To: Yvonne Perez, Chief Business Official

From: Dan Paul, Director of Facilities and Transportation

Re: For distribution to the Board of Education

The following Resolution is awarding the bid for Concrete Expansion at Carmel Middle School. Bids were solicited through direct invitation to the contractors that have requested to be included in the uniform cost accounting program. A total of 17 contractors were sent project invitations. A mandatory job walk was attended by 3 contractors on June 2, 2021. Sealed bids were due on June 9, 2021. The district received 3 bids which were responsive to all requirements.

Listed below are the project estimate and the amount of the Bid opened on April 28, 2021. The attached Exhibit A lists results for all bidders and an evaluation of the bid packets.

Project Estimate	$110,000.00
Pueblo Construction Inc.	$70,274.13

Recommendation: Award bid to Pueblo Construction Inc.

Phone (831) 624-1546 FAX (831) 622-9958

Yvonne Perez, Chief Business Official Tu My Vuong, Director of Fiscal Services Robin Voss, Administrative Assistant

BID LIST

Job: Carmel Middle School Concrete Expansion
Date: Wednesday, June 9th, 2021
Time: 1:00 PM

Time in	Business Name	Base Bid
6/9/2021 12:44	CSG Inc	$ 77,593.63
6/9/2021 12:45	Kent Construction	$ 73,000.00
6/9/2021 12:44	Pueblo Construction	$ 70,274.13

CONTRACTOR AGREEMENT
Carmel Middle School Concrete Expansion

This Agreement ("Agreement") is entered into as of June 24, 2021 ("Effective Date"), by and between Carmel Unified School District, a California public school district ("District") and Pueblo Construction Inc, a California Corporation ("Contractor").

For the consideration stated herein, District and Contractor agree as follows:

1. Contract Documents. The "Contract Documents" consist of this Agreement, the scope of work included on the project plans dated May 17, 2021, and all project documents included therewith and all modifications, addenda or amendments thereto, all drawings and specifications necessary to complete the Work contemplated herein, and any other documents specifically incorporated by this Agreement or the Contract Documents.

2. Services; Time for Completion. Contractor will furnish all tools, equipment, apparatus, labor and material necessary to perform and complete the work in strict accordance with the Contract Documents (the "Work"). The Work shall be completed **45** days after the issuance of a Notice to Proceed by the District, which shall issue within fifteen (15) days of receipt by the District of all documentation required from the Contractor under this Agreement, including but not limited to the Bonds required by section 4 hereof.

3. Contract Price. Contractor will be compensated in the amount of **Seventy Thousand Two Hundred Seventy Four and 13/100 Dollars ($70,274.13)** for the Work, subject to any additions or deductions as provided in the Contract Documents. This pricing shall be referred to as the "Contract Price" and shall not be increased over the course of this Agreement unless pursuant to a valid Change Request (see Section 9 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 5% of all progress payments until the Work is completed. Contractor will submit itemized billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.

4. Bonds. Contractor will provide the District with the following bonds (collectively, the "Bonds") within ten (10) business days of execution of this Agreement:

a) a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the faithful performance of the Contract Price ("Performance Bond"); and

b) pursuant to the requirements of Civil Code section 9554, a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price,

to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract Price ("Payment Bond").

Contractor shall not proceed with any on-site construction activities until the Payment and Performance Bonds have been secured and delivered to the District.

5. Fingerprinting and Background Checks. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at each site, including but not limited to all fingerprinting requirements as set forth in Education Code sections 45125.2 and 45125.2, regardless of any contact with pupils as defined therein. In conjunction with this Agreement, Contractor shall also execute and submit to District the Fingerprinting Notice and Acknowledge, attached hereto as Exhibit A. At the sole discretion of District, Contractor and its employees, agents and subcontractors shall be subject to mandatory background check.

6. Workforce Qualifications. Contractor represents that it or its principals or employees assigned to provide the Work under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise met all legal qualifications to perform this Agreement.

7. Conformance to Agreement Documents and Labor Warranty. Contractor represents and warrants that the Work furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents. Contractor warrants that all Work will be of good quality and free from defects in workmanship for a period of one (1) year from the date of completion of the Work. Contractor shall, within ten (10) days after being notified in writing by the District of any defect or non-conformance in the Work, commence and prosecute with due diligence all actions necessary to correct said Work from any defect or non-conformity.

8. Liquidated Damages. Contractor agrees to complete the Work pursuant to the terms of this Agreement within the time for performance stated in section 2 unless Contractor receives a written extension of time for the Work from the District. Contractor's failure to complete the Work on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if the Work is not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Work on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete the Work on time will be $500 for each calendar day by which completion of the Work is delayed beyond the time for performance stated in section 2. If Contractor becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as

liquidated damages from progress payments due to Contractor. In all events, Contractor and its sureties shall remain liable to District until all such liabilities are satisfied in full.

9. Change Management Procedures. It may become necessary to amend this Agreement for reasons including, but not limited to the following: duly approved changes by the District to the scope or the specifications for the Work; extensions of time duly approved by the District; or environmental or architectural conditions not previously identified. In the event either party desires to change this Agreement, the following procedures shall apply:

(a) The party requesting the change will deliver a request ("Change Request") to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work. A Change Request may be initiated either by the District or by Contractor.

(b) The parties will evaluate the Change Request and negotiate in good faith the changes to the Work and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.

(c) Upon execution of a Change Request and approval thereof by the District's governing board, said Change Request will be incorporated into, and made part of, this Agreement.

10. Equipment Warranty. Within thirty (30) days of completion of the Work, Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

11. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including costs and attorneys fees) arising out of or resulting from performance of this Agreement including, but not limited to: any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by District of equipment supplied pursuant to this Agreement; Contractor's use of the site; Contractor's completion of its duties under this Agreement; or injury to or death of persons (including third parties) or damage to property or damage to District, its agents, employees, Board of Trustees, members of the Board of Trustees, or third parties for any act, omission, negligence, or willful misconduct of Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

12. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

13. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

14. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in the performance of the Work is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for the Work showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed

in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

15. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

16. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

17. Insurance. Contractor shall secure and maintain for the term of this Agreement general liability, automobile liability, worker's compensation, and employer's liability insurance with combined single limits of at least $1,000,000 coverage per occurrence, or $1,000,000 per person, $1,000,000 per accident and $1,000,000 per property loss, and an aggregate of no less than $2,000,000.

18. Transportation Charges. Contractor agrees to deliver all equipment prepaid unless otherwise specified. All costs for delivery and packaging of equipment are the responsibility of Contractor unless otherwise stated.

19. Inspection. All equipment furnished must be in conformity with the specifications and Contract Documents and will be subject to inspection and approval by District after delivery. District reserves the right to reject and return at the risk and expense of the Contractor any portion of the equipment which may be defective or which fails to comply with the specifications in Contract Documents.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

22. Public Safety. Is it the parties' intent and expectation that the safety of the public is of the utmost importance to the parties, and that during performance of the Work the Contractor shall take all reasonably necessary precautions for the prevention of accidents involving the public. Contractor shall be liable to District for any and all damages and costs (including reasonable attorneys' fees) resulting from accidents involving the public which arise from or are connected to Contractor's acts or omissions in the performance of the Work.

23. Default. District may terminate this Agreement upon written notice to Contractor if Contractor is in default and upon ten (10) days written notice of such default, Contractor fails to cure such default. A party will be deemed to be in default under this Agreement if it: (a) fails to comply with any obligation, term or covenant under this Agreement; or (b) made any representation or warranty pursuant to this Agreement that was false or misleading in any material respect when made. Termination of this Agreement will not affect or diminish the rights or claims or remedies available to the non-defaulting party arising by reason of any default.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

25. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

26. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

27. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

28. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Yvonne Perez
Title: Chief Business Official
Date: _____

Pueblo Construction Inc.

By: _____
Name: _____
Title: _____
Date: _____

BOARD OF EDUCATION
Tess Arthur
Sara Hinds
Seaberry Nachbar
Karl Pallastrini
Anne Marie Rosen

INTERIM SUPERINTENDENT
Trisha Dellis

DISTRICT OFFICE:
4380 Carmel Valley Road
Carmel CA 93923

TEL: (831) 624-1546
FAX: (831) 626-4052
www.carmelunified.org

Carmel Unified School District

NOTICE INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN that the Carmel Unified School District, acting by and through its Governing Board, hereinafter referred to as "District", will receive sealed Bids for award of a contract for Project 9387, Concrete Expansion at the Carmel Middle School, 4380 Carmel Valley Road, Carmel Valley, CA 93923.

INFORMAL BID NO.: 9387

PROJECT DURATION: 45 Days

ANTICIPATED START DATE: July 1, 2021

CONTRACTOR LICENSE: "B" General Building Contractor

PROJECT TITLE: Carmel Middle School Concrete Expansion

PROJECT ESTIMATE: $110,000

Bids are due at 1:00 P.M. on Wednesday, June 9, 2021 at the District Office at 4380 Carmel Valley Road, Carmel, CA 93923

There will be a mandatory Pre-Bid Conference on Wednesday, June 2, 2021 at 10:00 A.M. at the Carmel Middle School, 4380 Carmel Valley Road, Carmel Valley, CA 93923. Contractors are to meet at the flagpole in front of the school. Any Contractor bidding the Project who fails to attend the mandatory job walk and conference will be deemed a non-responsive bidder and will have its bid returned unopened.

Prevailing Wages: This is a public work project. The Contractor and all Subcontractors (of any tier) must be currently registered and qualified to perform public work in accordance with Labor Code section 1725.5. Unless specifically exempted by the Labor Commissioner for this Project, the Contractor and all Subcontractors shall furnish certified payroll records as required pursuant Labor Code 1776 directly to the Labor Commissioner in accordance with Labor Code 1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Unless specifically exempted by the Labor Commissioner for this Project, monitoring and enforcement of the prevailing wages laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

5/21/2021

END OF NOTICE

CARMEL UNIFIED SCHOOL DISTRICT

Carmel Middle School Concrete Expansion

Bid Format

- Contractors must use District form which includes bid bond, subcontractor list, and noncollusion declaration.

Contract Documents

- CUSD Contractor Agreement (sample included, form will be completed and sent to contractor after award of bid)
- Payment Bond
- Performance Bond
- Work-comp Certification
- Drug-Free Workplace Certification

CARMEL UNIFIED SCHOOL DISTRICT

INSTRUCTION TO BIDDERS AND BID FORM

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES $60,000 to $200,000, AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA") – INFORMAL BID

Project: 9387 Carmel Middle School Concrete Expansion ("Project" or "Contract")

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum amount, all taxes included:

_____ **dollars** **$** _____
TOTAL BASE BID

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.

2. **Bid Form.** Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids.

3. **Sealed Bids.** Sealed bids must be received in the District Office at Carmel Unified School District, 4380 Carmel Valley Road, Carmel, CA 93923 no later than 1:00 PM on June 9, 2021. Each bidder shall ensure that its Bid:
   a. Is sealed and marked with name and address of the Bidder, the Project name and Bid number, and the date for the opening bids;
   b. Contains all documents as required herein;
   c. Is submitted by date and time shown in the Notice to Bidders.

4. **Bid Opening.** Bids will be publicly opened and read out loud at or after the time indicated for receipt of bids. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the base bid amount.

5. **Erasures.** Bids shall be clearly written without erasures or deletions. District reserves the right to reject any Bid containing erasures or deletions.

6. **Words / Numerals**. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.

7. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

8. **Subcontractors.** Contractor shall identify the **name**, **location** of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

[Name]:	[Location]:	[CSLB Lic. #] **and** [DIR Reg. #]:	[Kind of Work]:

9. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the bid/proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

10. **Noncollusion Declaration.** Contractor shall provide with its bid the Noncollusion Declaration in the form attached hereto.

11. **License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

12. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www. dir.ca.gov). In addition, if awarded a contract, Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

13. **Contractor Registration.** Contractor shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Contractor and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid, be listed in a bid or proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of the Contract.

14. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District attention **Dan Paul, at the Carmel Unified School District, 4380 Carmel Valley Road, Carmel, CA 93923** before 2:00 p.m. of the **Fifth (5th)** business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

15. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing

to Dan Paul, Director of Facilities and Transportation and sent by email to: dpaul@carmelunified.org no later than **Thursday, June 3, 2021 at 4:00 pm**. Interpretations or clarifications considered necessary by the District in response to questions will be issued in writing by Addenda emailed to all parties recorded by the District as having received the Contract Documents. Questions received after June 3, 2021 may not be answered. Only questions answered by formal written Addenda will be binding. Oral interpretations or clarifications will be without legal effect.

16. **Addenda.** Addenda may be issued to modify parts of the Contract Documents. Bidder must acknowledge each Addendum below, by number, or its Bid may be deemed non-responsive. Each Addenda shall be part of the Contract Documents. Receipt and acceptance of the following addenda is hereby acknowledged:

No.: _____	Date: _____
No: _____	Date: _____
No.: _____	Date: _____

17. **CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT A TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.**

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 _____

Name of Contractor _____

Signed by _____

Title of Signer _____

Address of Contractor _____

Contractor's Taxpayer's Identification No. _____

Department of Industrial Relations (DIR) Registration No. of Contractor _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: Expiration Date: _____

No.: _____ Class: Expiration Date: _____

BID BOND (SECURITY)

Project: 9387 Carmel Middle School Concrete Expansion

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal ("Principal"),

and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Carmel Unified School District** ("District"), State of California as Obligee, in the sum of

_____ ($_____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____day of_____, 20_____.

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

Project: 9387 Carmel Middle School Concrete Expansion

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID FORM

The undersigned declares:

I am the_____ [**PRINT YOUR TITLE**]

of_____ [**PRINT FIRM NAME**],

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR AGREEMENT
Carmel Middle School Concrete Expansion

This Agreement ("Agreement") is entered into as of _____, 2021 ("Effective Date"), by and between Carmel Unified School District, a California public school district ("District") and _____, a California Corporation ("Contractor").

For the consideration stated herein, District and Contractor agree as follows:

1. Contract Documents. The "Contract Documents" consist of this Agreement, the scope of work included on the project plans dated May 17, 2021, and all project documents included therewith and all modifications, addenda or amendments thereto, all drawings and specifications necessary to complete the Work contemplated herein, and any other documents specifically incorporated by this Agreement or the Contract Documents.

2. Services; Time for Completion. Contractor will furnish all tools, equipment, apparatus, labor and material necessary to perform and complete the work in strict accordance with the Contract Documents (the "Work"). The Work shall be completed **45** days after the issuance of a Notice to Proceed by the District, which shall issue within fifteen (15) days of receipt by the District of all documentation required from the Contractor under this Agreement, including but not limited to the Bonds required by section 4 hereof.

3. Contract Price. Contractor will be compensated in the amount of _____ for the Work, subject to any additions or deductions as provided in the Contract Documents. This pricing shall be referred to as the "Contract Price" and shall not be increased over the course of this Agreement unless pursuant to a valid Change Request (see Section 9 below) and written consent by District. Pursuant to Public Contract Code section 22300, unless Contractor submits securities, District will retain 5% of all progress payments until the Work is completed. Contractor will submit itemized billing invoices on a monthly basis for work completed in that month. All billing invoices shall be due and payable thirty (30) days after the date of the invoice.

4. Bonds. Contractor will provide the District with the following bonds (collectively, the "Bonds") within ten (10) business days of execution of this Agreement:

a) a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the faithful performance of the Contract Price ("Performance Bond"); and

b) pursuant to the requirements of Civil Code section 9554, a corporate surety bond, in a sum not less than 100 percent of the amount of the Contract Price, to guarantee the payment of wages for services engaged and of bills

contracted for materials, supplies, and equipment used in the performance of the Contract Price ("Payment Bond").

Contractor shall not proceed with any on-site construction activities until the Payment and Performance Bonds have been secured and delivered to the District.

5. Fingerprinting and Background Checks. Contractor and its employees, agents and subcontractors shall comply with applicable law regarding construction or maintenance activities at each site, including but not limited to all fingerprinting requirements as set forth in Education Code sections 45125.2 and 45125.2, regardless of any contact with pupils as defined therein. In conjunction with this Agreement, Contractor shall also execute and submit to District the Fingerprinting Notice and Acknowledge, attached hereto as Exhibit A. At the sole discretion of District, Contractor and its employees, agents and subcontractors shall be subject to mandatory background check.

6. Workforce Qualifications. Contractor represents that it or its principals or employees assigned to provide the Work under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise met all legal qualifications to perform this Agreement.

7. Conformance to Agreement Documents and Labor Warranty. Contractor represents and warrants that the Work furnished pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents. Contractor warrants that all Work will be of good quality and free from defects in workmanship for a period of one (1) year from the date of completion of the Work. Contractor shall, within ten (10) days after being notified in writing by the District of any defect or non-conformance in the Work, commence and prosecute with due diligence all actions necessary to correct said Work from any defect or non-conformity.

8. Liquidated Damages. Contractor agrees to complete the Work pursuant to the terms of this Agreement within the time for performance stated in section 2 unless Contractor receives a written extension of time for the Work from the District. Contractor's failure to complete the Work on time shall subject Contractor to liquidated damages. The actual occurrences of damages and the actual amount of damages which the District will suffer if the Work is not completed on time is dependent upon many circumstances and conditions and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages occasioned by delay. Accordingly, the parties agree that the amount herein set forth as liquidated damages shall be presumed to be the amount of damages actually sustained by the District due to Contractor's failure to complete the Work on time. The amount of liquidated damages to be paid by Contractor to the District for failure to complete the Work on time will be $500 for each calendar day by which completion of the Work is delayed beyond the time for performance stated in section 2. If Contractor becomes liable for liquidated damages, District, in addition to all other remedies provided by law, shall have the right to deduct the amount owed as liquidated damages from progress payments due to Contractor. In all events, Contractor and its sureties shall remain liable to District until all such liabilities are satisfied in full.

9. Change Management Procedures. It may become necessary to amend this Agreement for reasons including, but not limited to the following: duly approved changes by the District to the scope or the specifications for the Work; extensions of time duly approved by the District; or environmental or architectural conditions not previously identified. In the event either party desires to change this Agreement, the following procedures shall apply:

(a) The party requesting the change will deliver a request ("Change Request") to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work. A Change Request may be initiated either by the District or by Contractor.

(b) The parties will evaluate the Change Request and negotiate in good faith the changes to the Work and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.

(c) Upon execution of a Change Request and approval thereof by the District's governing board, said Change Request will be incorporated into, and made part of, this Agreement.

10. Equipment Warranty. Within thirty (30) days of completion of the Work, Contractor shall assign any manufacturers or other equipment warranties to the District and shall provide the District with any relevant document(s) thereto.

11. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including costs and attorneys fees) arising out of or resulting from performance of this Agreement including, but not limited to: any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by District of equipment supplied pursuant to this Agreement; Contractor's use of the site; Contractor's completion of its duties under this Agreement; or injury to or death of persons (including third parties) or damage to property or damage to District, its agents, employees, Board of Trustees, members of the Board of Trustees, or third parties for any act, omission, negligence, or willful misconduct of Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

12. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

13. Workers' Compensation Insurance. Contractor agrees to provide all necessary

workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.

14. Prevailing Wage. Pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed in the performance of the Work is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

Contractor and any subcontractor under Contractor as a penalty to District shall forfeit not more than Fifty Dollars ($50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by Contractor.

Contractor and each subcontractor shall keep or cause to be kept an accurate record for the Work showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Agreement or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. Contractor and all subcontractors shall comply with Labor Code section 1776. In accordance with Labor Code section 1771.4(a)(1), the Project is subject to compliance monitoring and enforcement by the DIR. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner on a monthly basis, unless directed by the Owner to furnish such records more often, and in the format prescribed by the Labor Commissioner.

As a public work, the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by

Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

15. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by Contractor or a subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of District and the Division of Labor Law Enforcement. Contractor shall as a penalty to District forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

16. Apprentices. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with Contractor for all apprenticeable occupations.

17. Insurance. Contractor shall secure and maintain for the term of this Agreement general liability, automobile liability, worker’s compensation, and employer’s liability insurance with combined single limits of at least $1,000,000 coverage per occurrence, or $1,000,000 per person, $1,000,000 per accident and $1,000,000 per property loss, and an aggregate of no less than $2,000,000.

18. Transportation Charges. Contractor agrees to deliver all equipment prepaid unless otherwise specified. All costs for delivery and packaging of equipment are the responsibility of Contractor unless otherwise stated.

19. Inspection. All equipment furnished must be in conformity with the specifications and Contract Documents and will be subject to inspection and approval by District after delivery. District reserves the right to reject and return at the risk and expense of the Contractor any portion of the equipment which may be defective or which fails to comply with the specifications in Contract Documents.

20. Assignment of Agreement. Contractor agrees not to assign, transfer or convey any rights accruing under this Agreement without the prior written consent of District.

21. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

22. Public Safety. Is it the parties' intent and expectation that the safety of the public is of the utmost importance to the parties, and that during performance of the Work the Contractor shall take all reasonably necessary precautions for the prevention of accidents involving the public. Contractor shall be liable to District for any and all damages and costs (including reasonable attorneys' fees) resulting from accidents involving the public which arise from or are connected to Contractor's acts or omissions in the performance of the Work.

23. Default. District may terminate this Agreement upon written notice to Contractor if Contractor is in default and upon ten (10) days written notice of such default, Contractor fails to cure such default. A party will be deemed to be in default under this Agreement if it: (a) fails to comply with any obligation, term or covenant under this Agreement; or (b) made any representation or warranty pursuant to this Agreement that was false or misleading in any material respect when made. Termination of this Agreement will not affect or diminish the rights or claims or remedies available to the non-defaulting party arising by reason of any default.

24. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state or federal court located in Monterey County, California.

25. Notices. Communications hereunder shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

26. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon District and Contractor and their respective successors and assigns.

27. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or under unenforceable any other provision hereof.

28. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

29. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in this Agreement. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first herein above written.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Name: Trisha Dellis
Title: Interim Superintendent
Date: _____

By: _____
Name: Yvonne Perez
Title: Chief Business Official

(Contractor)

By: _____
Name: _____
Title: _____
Date: _____

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Carmel Unified School District (the "Owner" of the public works project described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

CONCRETE EXPANSION at
CARMEL MIDDLE SCHOOL
4380 Carmel Valley Road
Carmel, CA 93923

Which said agreement dated _____, 2021, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this ____ day of _____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal and _____ as Surety, are held and firmly bound unto Carmel Unified School District, in the County of Monterey, State of California, hereinafter called the "Owner", in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 2021, for construction of:

CONCRETE EXPANSION at
CARMEL MIDDLE SCHOOL
4380 Carmel Valley Road
Carmel, CA 93923

The condition of this obligation is such that**,** if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work, or to the specifications.

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350 *et seq*., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

* CLEAN ENTIRE EXISTING CONCRETE COURT SLAB USING HIGH PRESSURE POWER WATER WASH TO BETTER REVEAL THE COLOR OF THE EXISTING CONCRETE TO MATCH.

* STRIP WORK AREA OF ALL VEGETATION AND TOPSOIL AND EXCAVATED TO DEPTH INDICATED BY DETAILS.

* COMPACT SUBGRADE TO 90% RELATIVE COMPACTION.

* CONCRETE SHALL BE PORTLAND CEMENT, ASTM C150, TYPE II, PROPORTIONED TO GIVE A 28 DAY COMPRESSIVE STRENGTH OF 2500 PSI AND SHALL BE IN ACCORDANCE WITH CHAPTER 19 OF THE CALIFORNIA BUILDING CODE.

* REINFORCING SHALL BE ASTM A615/A15M, GRADE 60/420, DEFORMED, PLACED ON SUPPORTS TO PLACE REINFORCING AT MID-DEPTH OF SLAB.

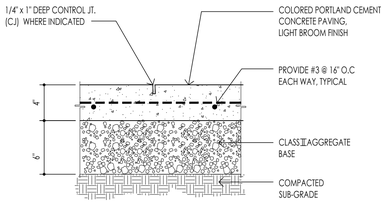
* CONCRETE COLOR PIGMENT SHALL BE ASTM C979, SYNTHETIC AS MANUFACTURED BY DAVIS COLORS OR EQUAL, TO MATCH AS WELL AS PRACTICABLE, THE EXISTING COLORED CONCRETE AFTER WATER WASHING.

* PAVEMENT SURFACE TOLERANCE SHALL REVEAL NO MORE THAN ¼" VARIATION IN 10 FEET.

* EXPANSION JOINT STRIPS SHALL BE ASPHALT-SATURATED CELLULOSIC FIBER WITH SEALANT CAP, WIDTH TO MATCH EXISTING EXPANSION JOINTS.

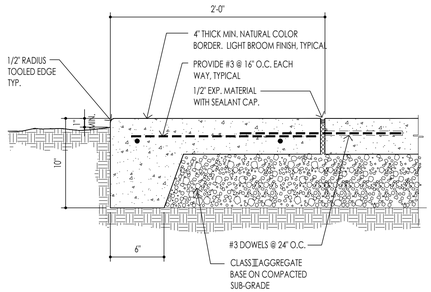
* PROTECT CONCRETE FROM DAMAGE FOR AT LEAST 14 DAYS AFTER PLACEMENT.

GENERAL NOTES



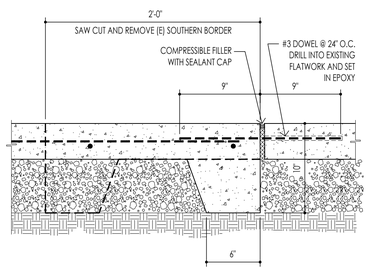
4 - CONCRETE PAVING DETAIL

SCALE: 1-1/2" = 1'-0"



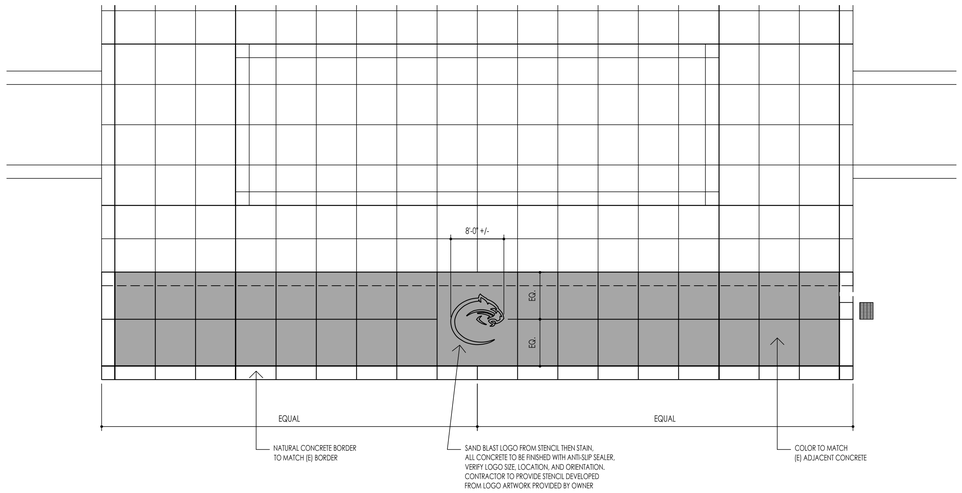
5 - CONCRETE PAVING EDGE DETAIL

SCALE: 1-1/2" = 1'-0"



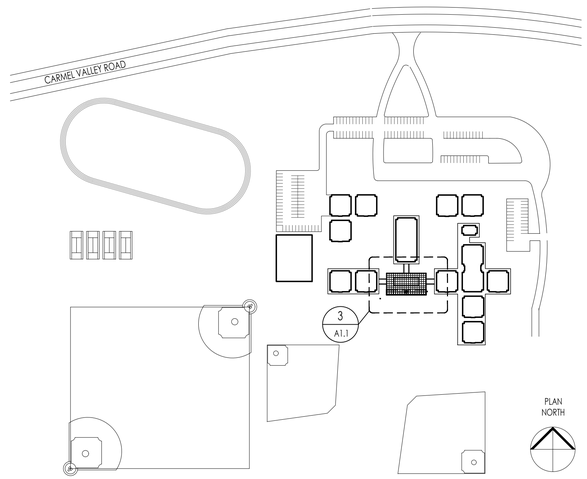
6 - CONCRETE PAVING DETAIL AT (E) BORDER

SCALE: 1-1/2" = 1'-0"



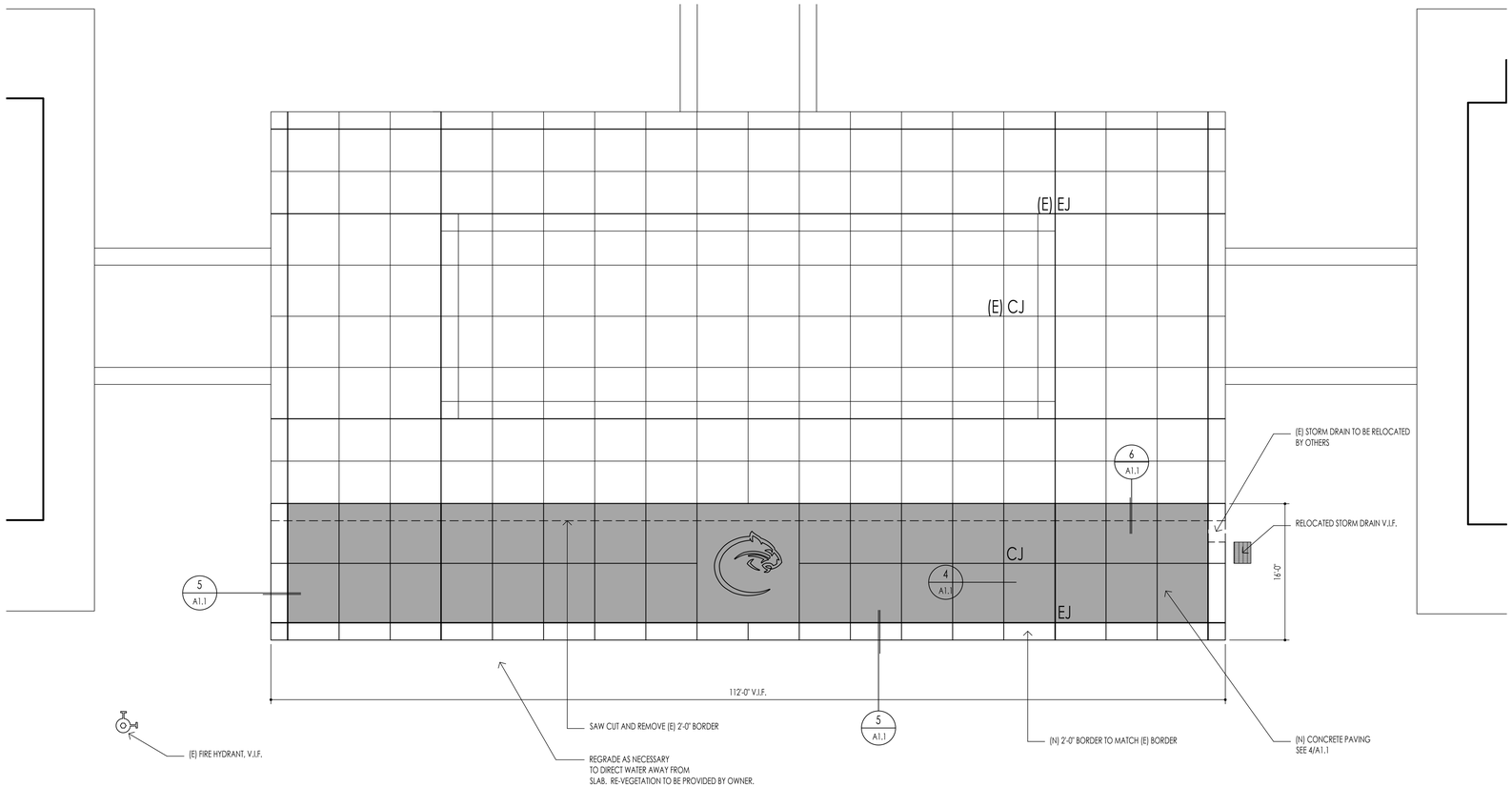
2 - LOGO PLACEMENT AND CONCRETE FINISHES

SCALE: 3/32" = 1'-0"



1 - SITE PLAN

N.T.S.



3 - ENLARGED AREA PLAN

SCALE: 1/8" = 1'-0"

HGHB

Architecture, Planning, Urban Design
550 Hartnell Street, Suite J
Monterey, California 93940
Tel 831.375.9594

CARMEL MIDDLE SCHOOL

Concrete Expansion

4380 CARMEL VALLEY ROAD, CARMEL, CA 93923

Drawing Title:
SITE PLANS AND DETAILS

Scale: SEE DRAWINGS

Sheet:
A1.1

Revision:

Date: MAY 17, 2021

Job Number: 1495.14

RESOLUTION NO. 21-17

BEFORE THE BOARD OF TRUSTEES
OF CARMEL UNIFIED SCHOOL DISTRICT

In the matter of:	)	**RESOLUTION**
CARMEL MIDDLE	)	**AWARDING CONTRACT**
SCHOOL CONCRETE	)	
EXPANSION	)	
	)	

WHEREAS, Carmel Unified School District received bids for **Carmel Middle Concrete Expansion** ("Project") on Wednesday, June 9, 2021 at 1:00 PM;

WHEREAS, the District solicited bids for the Project;

WHEREAS, **Pueblo Construction Inc.** submitted the lowest base bid for the Project (Exhibit A); and

NOW, THEREFORE, the Board of Trustees of Carmel Unified School District finds and resolves as follows:

1. The foregoing recitals are true and correct.

2. Pueblo Construction Inc. bid is accepted as the lowest responsive base bid by a responsible bidder. Accordingly, the District hereby awards the base bid in the total amount of $70,274.13 to Pueblo Construction Inc.

The foregoing Resolution was approved at a duly called meeting of the Carmel Unified School District Board of Trustees on the 23rd day of June 2021, by the following vote:

AYES: __

NOES: __

ABSENT: __

ABSTAINED: __

Dated: June 23, 2021

_____

Sarah Hinds
President, Board of Trustees
Carmel Unified School District
Monterey County, California

Certification by Clerk to the Board

As Clerk to the Board, I hereby certify that the attached Resolution is a true and correct copy of the Resolution duly adopted by the Board of Trustees of Carmel Unified School District on the 23rd day of June 2021

Dated: June 23, 2021

_____

Tess Arthur
Clerk Board of Trustees
Carmel Unified School District
Monterey County, California

CARMEL UNIFIED SCHOOL DISTRICT
RESOLUTION #21-18

Recording Requested by:

CARMEL UNIFIED SCHOOL DISTRICT

When Recorded Return to:

Y. Perez/R. Voss
CARMEL UNIFIED SCHOOL DISTRICT
4380 Carmel Valley Road
Carmel, CA 93923

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on June 23, 2021 Carmel Middle School had the following work completed: **Well Replacement** ("the Project"), DSA Number: N/A, located at Carmel Middle School, 4380 Carmel Valley Road, Carmel, CA 93923 ("the Property").

The Property is more particularly described as follows:

Carmel Middle School, 4380 Carmel Valley Road, Carmel, CA 93923

The above Project was performed on the Property pursuant to a contract between Granite Drilling Company, PO Box 6038, Salinas, CA 93912 and the Carmel Unified School District, 4380 Carmel Valley Road, Carmel, CA 93923, owner in fee simple of the Property. The work and materials were supplied for the Well Replacement at Carmel Middle School.

Dated: June 23, 2021

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Yvonne Perez, Chief Business Official

VERIFICATION

I, the undersigned, declare that I am the Chief Business Official of the Carmel Unified School District and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Carmel, California**,** this 23rd day of June , 2021.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Yvonne Perez, Chief Business Official

Pursuant to Governmental Code Section 27383, there is no filing fee for this document.

CARMEL UNIFIED SCHOOL DISTRICT
RESOLUTION #21-19

Recording Requested by:

CARMEL UNIFIED SCHOOL DISTRICT

When Recorded Return to:

Y. Perez/R. Voss
CARMEL UNIFIED SCHOOL DISTRICT
4380 Carmel Valley Road
Carmel, CA 93923

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that on June 23, 2021 Carmel Valley High School had the following work completed: **Shade Structure** ("the Project"), DSA Number: 01-119090, located at Carmel Valley High School, 27335 Schulte Road, Carmel, CA 93923 ("the Property").

The Property is more particularly described as follows:

Carmel Valley High School, 27335 Schulte Road, Carmel, CA 93923

The above Project was performed on the Property pursuant to a contract between Kent Construction, 8505 Church St. #12, Gilroy, CA 95020 and the Carmel Unified School District, 4380 Carmel Valley Road, Carmel, CA 93923, owner in fee simple of the Property. The work and materials were supplied for the Shade Structure at Carmel Valley High School.

Dated: June 23, 2021

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Yvonne Perez, Chief Business Official

VERIFICATION

I, the undersigned, declare that I am the Chief Business Official of the Carmel Unified School District and that I have read the foregoing notice and know its contents, and that the same is true to the best of my knowledge and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Carmel, California**,** this 23rd day of June , 2021.

CARMEL UNIFIED SCHOOL DISTRICT

By: _____
Yvonne Perez, Chief Business Official

Pursuant to Governmental Code Section 27383, there is no filing fee for this document.

BEFORE THE GOVERNING BOARD OF THE
CARMEL UNIFIED SCHOOL DISTRICT
MONTEREY COUNTY, CALIFORNIA

RESOLUTION AUTHORIZING AGENTS TO ENTER INTO CONTRACTS UNDER $20,000 SUBJECT TO BOARD RATIFICATION	)))))	RESOLUTION NO. 21-21

WHEREAS, Education Code Section 35161 provides that the Governing Board may delegate authority to the administration to perform duties on the Board's behalf; and

WHEREAS, the Governing Board Policy 3312 and Administrative Regulation 3312 allows the Board to delegate the authority to enter into contracts on behalf of the District; and

WHEREAS, the district may experience periods of transition of the Superintendent and a title of "Acting" or "Interim" Superintendent appointment may be necessary during transition periods.

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board recognizes the title of "Superintendent", to include the title of "Acting" or "Interim" Superintendent during periods of transition;

BE IT FURTHER RESOLVED that the Carmel Unified School District Governing Board authorizes and empowers the Superintendent or Superintendent's designee to enter into contracts under $20,000 July 1, 2021 through June 30, 2022.

BE IT FURTHER RESOLVED that the Carmel Unified School District Governing Board retains the authority to approve all contracts.

BE IT FURTHER RESOLVED that this Resolution takes effect on July 1, 2021 and the following is the signature of District Superintendent Ted Knight:

Name/Title	**Signature**
Ted Knight Superintendent	_____

The foregoing Resolution was passed and adopted by the Governing Board of the Carmel Unified School District of Monterey County, California, at a regularly scheduled meeting of the Governing Board held on June 23, 2021 by the following vote:

Tess Arthur: _____

Sarah Hinds: _____

Seaberry Nachbar: _____

Karl Pallastrini: _____

Anne-Marie Rosen: _____

Dated: June 23, 2021

_____
Sarah Hinds, Board President

CERTIFIED AS A TRUE AND CORRECT COPY:

_____
Clerk of the Board

2020-2021 FUTURE TOPICS

PRESENTATIONS/ or BOARD AGENDA/WEEKLY	
July	❖ Business Items ❖ Reopening Schools Presentation ❖ Consolidated Application - *Board Action (moved from June)*
August	❖ Business Items
September	❖ 1st Reading Board Policy BP 7310 Facilities/Mascot *(2nd Mtg)* ❖ Budget Calendar: Unaudited Actuals Financial Report ❖ MEarth Contract ❖ Staffing Update ❖ GASB 75 Valuation Report ❖ GANN ❖ COVID LCAP Hearing - *Board Hearing (1st. Mtg)* ❖ COVID LCAP Approval - *Board Action (2nd Mtg)* ❖ Board Resolution of Sufficient/Insufficient Instructional Materials - *Board Action* ❖ Budget Calendar: Budget Development Calendar ❖ Discussion AP Testing ❖ Site Presentation Captain Cooper - *Board Presentation*
October	❖ Approval Board Policy BP 7310 Facilities/Mascot ❖ Large Scale Assessment Results*- *Board presentation (suspended for 2020-21 due to Federal Testing Waiver)* ❖ Site Presentation CHS - *Board presentation*
November	❖ 1st Qtr progress summary on Goals to Board - Board Weekly *(suspended for 2020-21)* ❖ Site Presentation Carmel River - *Board presentation* ❖ Updated CSBA Board Policies July 2020 + October 2020
December	❖ Workers Comp. Unfunded Liability ❖ Resolution: Public Report of Capital Fees *("Developer Fees")* ❖ Budget Calendar: Budget Update *(1st Interim + Budget Assumptions)* ❖ Presentation to Board on CA Dashboard* ❖ Presentations to School Staff on Results & CA DASHBOARD* ❖ Annual Reorganization Meeting
January	❖ Budget Calendar: Annual Audit Report Presentation ❖ Site Presentation CMS - *Board Presentation* ❖ Presentations to PTO/PTAs & Community groups on Results & CA DASHBOARD* ❖ SARC Approval (for previous year) - *Board Action* ❖ District Wide Discipline Data Report - *Board Presentation*
February	❖ 1st Semester Progress Summary on Goals to Board- *Board Weekly (suspended for 2020-21)* ❖ Enrollment Update ❖ Site Presentation Tularcitos - *Board Presentation* ❖ CCDC Fee Schedule ❖ Public Hearing: Safety Plan ❖ Budget Calendar: Property Tax Update - *Board Presentation* ❖ CVRA (CA Voting Rights Act) - Trustee Areas
March	❖ Budget Calendar: Budget Update (2nd Interim) - *Board Presentation*
April	❖ Site Presentation CCDC/CVHS - *Board Presentation* ❖ Goals Process Updates - *Board Presentation & Discussion* ❖ Staffing Update - *Postponed* ❖ Environmental Responsibility Team Presentation - *Board Presentation - Tabled for 2020/21* ❖ CCAP Approval - *Board Action* ❖ CHS ASB Presentation - *Board Presentation* ❖ Resolution for Teacher Assignments ❖ Resolution to Declare a Need for Fully Qualified Educators ❖ Stanford Survey Results (Even Years) - *Board Presentation* ❖ CUSD Parent Survey Results (Even Year) - *Board Presentation* ❖ Non ReElect of Probationary Certificated Employees ❖ Non Re-Employment of Temporary Certificated Employees (defer to April-May per CC) ❖ Resolution for Teacher Assignments ❖ Resolution to Declare a Need for Fully Qualified Educators
May	❖ Budget Calendar: Draft Budget / Budget Study Session ❖ Staffing Discussion ❖ CA Climate Survey Results (Even Year) - *given in May 2020, results will be in 2021* ❖ CA Healthy Kid Results (Odd Year) - *Board Presentation*
June	❖ Draft of CUSD Goals Document *(n/a 20/21)* ❖ Resolution: EPA ❖ Summer Pool Use Agreements *(ratify July)* ❖ Resolution: Admin. Authorization to Enter Contracts During Summer ❖ Resolution: Authority to Enter into Contracts - 20k ❖ Special Education Presentation *(2nd. Mtg)* ❖ Tech Plan/Budget Update *(1st Mtg)* ❖ BUDGET Hearing - *Board Hearing (1st. Mtg)* ❖ LCAP Hearing - *Board Hearing (1st. Mtg)* ❖ LCAP Approval- *Board Action (2nd Mtg)* ❖ CUSD Goals Approval - *Board Action (n/a 20/21)* ❖ CUSD Local Indicators on CA Dashboard - Presentation & *Board Action (2nd Mtg)* ❖ CHS Athletic Director - *Board Presentation (n/a 20/21)* ❖ Resolution - Need for Fully Qualified Educators ❖ Community Human Services JPA Renewal *(1st. Mtg)* ❖ Community Member Panel/Focus Groups - Facilities (BayView, etc…) tbd ❖ Sexual Harassment Presenstation *(1st. Mtg)* ❖ In House Legal Discussion - *2021-2022 tbd*

*** - Dependent on timely release of results from CDE**
****- School Site Meetings**

LCAP Defined Stakeholder Engagement Groups = School Staff, Administrators, Parents, ELAC/DELAC (English Learner Advisory Committee), Students (HS representative &/or focus group), collective bargaining units, foster youth stakeholders (if any), Superintendent's Advisory Group (CAC). We also include Cachagua and Big Sur as specific community input groups.