

PUBLIC CONSULTING GROUP LLC
EDPLAN™ LICENSE AND RELATED SERVICES AGREEMENT

This LICENSE AND RELATED SERVICES AGREEMENT, including all exhibits hereto (collectively the “Agreement”), is entered into as of February 1, 2024 (the “Effective Date”), by and between Public Consulting Group LLC, a Delaware limited liability company headquartered in Boston, Massachusetts (“PCG”), and Caldwell School District, with its administrative offices located at 1502 Fillmore St., Caldwell, ID 83605 (“School System”).

WHEREAS, PCG desires to license to School System an Internet-based education case management, document creation and supporting analytics software (EDPlan™) module to assist administrators and school-based threat assessment teams with the documentation, communication and monitoring requirements of behavioral threat assessments and suicide risk assessments (BTA Solution), and to license PCG’s related proprietary systems and documentation; and

WHEREAS, School System desires to provide the EDPlan BTA Solution to its school and administrative employees, contractors, and authorized users for their use in the creation of behavioral threat assessments and monitoring plans; and

WHEREAS, School System may wish to engage PCG to provide other related goods and services to support the continued improvement in special education policy, operations, services, and instructional delivery;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, terms appearing in initial capital letters shall have the following meanings:

1.1. “Confidential Information” means information designated or treated as confidential by either party, or which under the circumstances surrounding disclosure should in good faith be treated as confidential, including but not limited to: (a) computer programs, electronic codes, algorithms, know-how, formulas, processes, ideas, data, inventions (whether or not subject to patent or copyright), schematics, teaching and development techniques, trade secrets, improvements, research projects, and code; (b) information about costs, profits, markets, sales, customers, or clients; (c) technical, business, and financial plans; (d) employee personnel files and compensation information; (e) discoveries, developments, designs, improvements, regardless of the form of communication in each case, including extracts or summaries; and (f) any record (whether in print, electronic, or any other medium) maintained by School System, a School System employee or agent, or a party acting on School System’s behalf, which is directly related to an identified student. “Confidential Information” also specifically includes the EDPlan Service, any third-party information disclosed to either party under obligations of confidentiality, and the identity of or any medical, financial, or personal information pertaining to anyone within PCG or School System provided that PCG shall be permitted to disclose education records to any subcontractor or vendor which is bound by confidentiality and data security requirements for the exclusive purpose of supporting the provision of services under this Agreement. Notwithstanding the foregoing, however, “Confidential Information” does not include information that: (i) was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party; (ii) is, or subsequently becomes, legally and publicly available without breach of this Agreement; (iii) is rightfully obtained by the receiving party from a source other than the disclosing party without any obligation of confidentiality; or (iv) is disclosed by the receiving party under a valid order of a court or government agency, provided that

the receiving party provides prior written notice to the disclosing party of such obligation and the opportunity to oppose such disclosure.

1.2. “Documentation” means all technical information, training materials, instructions, manuals, and diagrams (in printed, electronic, or other media) pertaining to the EDPlan Service.

1.3. “EDPlan Service” means: (i) the Internet-based functionality and EDPlan modules identified in this Agreement; (ii) all products and services related to such services within this scope of work, including but not limited to Playbook; (iii) all PCG initiated Releases, Updates, and Upgrades applicable to the foregoing and offered to School System by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.4. “Intellectual Property Rights” means patent rights, copyrights, trade secret rights, trademark rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction in which PCG may market or license the EDPlan Service.

1.5. “New Releases” means any new revision of EDPlan Service that includes significant enhancements which add new features to the EDPlan Service and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).

1.6. “Permitted Use” means use of the EDPlan Service by employees, contractors, and others affiliated with or authorized by School System only for School System’s internal education-related purposes.

1.7. “School System User” means any employee, contractor, and other authorized user of the “School System” who will be granted access to the EDPlan Service.

1.8. “Term” means collectively and individually the Initial Term and Renewal Terms as defined by Section 2.

1.9. “Trademarks” means all trademarks, trade names, service marks, and logos now owned or hereinafter acquired by either party, and all other trademarks, trade names, service marks, and logos identifying or used in connection with their product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory.

1.10. “Updates” means any new revisions and/or modifications made to the EDPlan Service and/or Documentation in order to correct operational errors.

1.11. “Upgrades” means any new revision of the EDPlan Service that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

2. TERM. *The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall end after 3 years. Following the Initial Term, this Agreement shall automatically renew for successive one-year terms (each a “Renewal Term”), unless either party notifies the other in writing, at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, whereupon this Agreement shall terminate on the last day of the Initial Term or the then-current Renewal Term, as the case may be.*

3. EDPLAN™ SERVICE. Subject to the terms and conditions of this Agreement, including School System's performance of its obligations hereunder, PCG shall provide the EDPlan Service (including application and related supporting services) to School System, as more fully described below and in **Exhibit A**. PCG shall provide those services listed in Exhibit A (i) that School System affirmatively selects in Exhibit A, (ii) by way of an amendment to the Agreement, or (iii) through a purchase order or other document executed by both parties where School System expresses its affirmative choice of services in writing.

3.1. Grant of License for EDPlan Service. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the Term only, to access via the Internet and use the EDPlan Service to the extent reasonably necessary in performing related school business functions.

3.2. Grant of License for Documentation. PCG grants to School System, and School System accepts, a non-exclusive, non-transferable, non-sublicensable, and revocable royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only to (i) incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for School System with respect to the EDPlan Service; and (ii) reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of School System's Documentation for the EDPlan Service, and, if such School System's Documentation is in an on-line format, allow School System Users to make print copies of the same.

3.3. Restrictions on License Grant. Unless expressly authorized by this Agreement or in writing by PCG:

3.3.1. School System shall not use or grant to any person or entity other than authorized School System Users the right to use the EDPlan Service, which users shall be subject to the terms set forth herein. School System shall not distribute, market, or sublicense the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.2. School System shall ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the EDPlan Service and related Documentation are placed on all copies of written materials distributed by School System relating thereto. Examples of such documentation include training materials and manuals. School System shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EDPlan Service, and shall not permit any School System User or third party to do so.

3.3.3. School System shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of School System or an authorized School System User, and shall not permit any School System User or third party to do so.

3.3.4. School System shall not transfer, rent, or permit access to the EDPlan Service to any third party, and shall not permit any School System User or third party to do so.

3.3.5. School System shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EDPlan Service or any portion thereof, and shall not permit any School System User or third party to do so.

3.3.6. School System shall not circumvent any security protection within the EDPlan Service, and shall not permit any School System User or third party (e.g. other vendors or consultants) to do so.

3.4. Reservation of Rights. Subject to the license rights granted to School System by this Section, all right, title, and interest in and to the EDPlan Service, including the Intellectual Property Rights and technology inherent in EDPlan Service, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EDPlan Service, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to School System any right, title, or interest in or to PCG's Intellectual Property Rights or other rights in and to the EDPlan Service or PCG's Trademarks. Except as expressly authorized by this Agreement, School System shall not use, display, copy, distribute, modify, or sublicense the EDPlan Service. PCG reserves all rights not expressly granted to School System by this Agreement.

4. ACCESS TO EDPLAN. PCG will provide access to the EDPlan web-based application to School System. PCG does not provide the Internet connectivity to School System, and obtaining and maintaining such connectivity will be the sole responsibility of School System.

5. SUPPORT. As set forth more specifically below and in Exhibit A, PCG shall provide support to School System during the Term of the Agreement.

5.1. General Technical Support. PCG shall make available qualified personnel to provide unlimited technical support to School System, providing direction and general support to how the system and features function. This general technical support is included in School System's licensing fee set forth in Exhibit B and does not include the provision of guidance or recommendations related to School System policy, operations, instruction, or data analysis. School System can request general technical support either via email or the EDPlan Message Board. If urgent support is required, School System Project Manager or Contract Manager will be authorized to call the help desk at a toll-free number.

5.2. Project Support. PCG agrees to provide consulting services support to School System for related projects on an as-available basis, upon School System's request and subject to agreed-upon additional compensation, based upon the rates within the fee schedule set forth in Exhibit B.

5.3. Policy Analysis. PCG agrees to provide consulting services support to School System for school system policy analysis and sharing of best practices on an as-available basis, upon School System's request and subject to agreed-upon additional compensation, based upon the rates within the fee schedule set forth in Exhibit B.

5.4. Operations Guidance. PCG agrees to provide consulting services support to School System for special education related operations analysis and guidance on an as-available basis, upon School System's request and subject to agreed-upon additional compensation, based upon the rates within the fee schedule set forth in Exhibit B.

5.5. Data Analysis and Custom Reports. PCG agrees to provide consulting services support to School System for basic and advanced data analysis and the development of custom reports on an as-available basis, upon School System's request and subject to agreed-upon additional compensation, based upon the rates within the fee schedule set forth in Exhibit B.

6. TRAINING. As set forth more specifically in Exhibit A, PCG shall provide training to School System during the Term of the Agreement.

7. **COMPENSATION.** In consideration of the licenses and services granted by PCG to School System under this Agreement, School System shall pay PCG an Implementation Fee, an Annual License Fee, and other fees as described in Exhibit B and shall be due and payable to PCG according to the schedule set forth in Exhibit B. In the event that this Agreement is terminated for any reason prior to the expiration of the then-current Term, any prepaid fees shall be non-refundable. In the event that an EDPlan Service module or feature that School System has requested, through the means set forth in Section 3, is not activated or made available for use by School System, exclusively due to the acts or omissions by School System, PCG shall invoice and School System shall pay PCG for all costs and expenses (including internal development staff resources) incurred in preparing, developing, customizing, or otherwise implementing such EDPlan Service module or feature, provided that such amount will not exceed the Annual Fee as set forth in Exhibit B for such module or feature. School System shall pay PCG interest at the annual rate of 10% on all fee amounts that are not paid within thirty (30) days of the due date, calculated from the due date to the date that payment is received, unless applicable law prohibits the payment of interest or requires a lower percentage amount, in which case such lower percentage amount shall apply. PCG reserves the right to suspend access, with no less than ten (10) days' notice, until payment of any fees that are due and payable are remitted.

8. **WARRANTIES**

8.1. Limited Warranty. PCG represents and warrants that it has the right to license the EDPlan Service as specified by this Agreement, and that the use of the EDPlan Service contemplated in this Agreement does not infringe upon, violate, or constitute a misappropriation of any copyright, trademark, trade secret, or any other proprietary right of any third party. Under no circumstances will PCG be responsible for School System's hardware, software, browsers, or Internet connections that provide access to the EDPlan Service. PCG shall use reasonable efforts to maintain the EDPlan Service and to correct any problems that may arise with the use of the EDPlan Service. PCG's scheduled or emergency maintenance of the EDPlan Service, the scheduled maintenance of PCG's Internet provider, or any force majeure event, shall not be deemed a failure to provide the EDPlan Service.

8.2. No Warranty as to Accuracy of Translations. The EDPlan Service may utilize translation software powered by Google Translate to improve accessibility. These translations are provided "as is." PCG and Google disclaim all warranties related to the translations, expressed or implied, including any warranties of accuracy, completeness, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and noninfringement. For any issues with Google Translate, School System is advised to visit <http://translate.google.com/support/>.

8.3. DISCLAIMER. PCG specifically disclaims any other warranties, whether written or oral, expressed or implied, with respect to the EDPlan products or related services provided by PCG under this Agreement, including any implied warranties or merchantability or fitness for a particular purpose.

9. **PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION**

9.1. Ownership. School System acknowledges that PCG owns the EDPlan Service, that the EDPlan Service is not generally published, and that the EDPlan Service embodies the Confidential Information of PCG. All right, title, and interest in and to the EDPlan Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the EDPlan Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that School System owns all of the data inputted by each School System User for purposes of creating an Individualized Education Plan and any and all reports produced as a result of using the EDPlan Service during the Agreement term. School System acknowledges that PCG shall have the right to aggregate any data input by School System or School System Users for PCG's own purposes, but shall not use or disclose personal

or individual identifying information where the use or disclosure would constitute a breach of a known privacy policy adopted by either PCG or School System.

9.2. Confidentiality Obligations. Subject to any applicable public records law, each party agrees that: (i) neither party will disclose to any third party any of the other party's Confidential Information except to the receiving party's employees, subcontractors, and contractors with a need to know and who have agreed in writing to confidentiality and data security obligations substantially the same as those set forth herein; (ii) each party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither party will use or authorize the use of Confidential Information for any purpose other than to fulfill such party's obligations hereunder. Each party agrees that neither party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither party will use the terms of this Agreement for any purpose other than to fulfill such party's obligations under this Agreement, except as either party is otherwise required by law. The parties may modify these obligations through express written agreements.

9.3. Injunctive Relief. Each party acknowledges that the other party's Confidential Information contains trade secrets of such other party, the disclosure of which would cause substantial harm to such other party that could not be remedied by the payment of damages alone. Accordingly, such other party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any breach of this Section.

9.4. School System Duties. School System will take reasonable steps to protect the EDPlan Service from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which School System becomes aware. School System shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EDPlan Service, including all deletions of such data by School System Users. School System is responsible for establishing and enforcing any School System policies related to data security, information management, account management of School System users, and the proper handling of data extracted, reported, or otherwise removed by the system by School System personnel.

9.5. PCG Duties. PCG will take reasonable steps to protect the data that School System enters as part of its use of the EDPlan Service. PCG will use technical, administrative, and physical safeguards to protect against unintentional loss and against unauthorized access, destruction, misuse, modification, and disclosure. Although no computer system or information can ever be fully protected against every possible hazard, PCG is committed to providing reasonable and appropriate security controls to protect information against foreseeable hazards. PCG recognizes that School System data is the property of School System. Upon termination or expiration of this Agreement and for a limited period of no more than thirty (30) days, or at School System's request, PCG will provide access to all data to School System. A fee will apply if School System requests PCG to download and transmit the data to School System. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

9.6. Third Party Infringement. PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the EDPlan Service.

9.7 Legal Obligation. Nothing in this Agreement prohibits the party from disclosing Confidential Information pursuant to a lawful order of a court or government agency, but only to the extent

of such order, and only if the party gives immediate notice of such order to the other party in order that it may seek a protective order or take other action to protect the information that was ordered to be disclosed.

9.8 Termination Conditions. Upon termination or expiration of this Agreement, each party shall cease use of Confidential Information received from the other party. At the request of the disclosing party, the receiving party shall promptly destroy all physical copies of such information in its possession, custody, or control and shall furnish a written certification of such destruction within thirty (30) days of such request. If destruction is not practicable because the Confidential Information lies on disaster recovery systems or backup tapes, the receiving party shall so notify the disclosing party and shall keep such information secure and confidential in perpetuity. The termination or expiration of this Agreement for any reason shall not discharge the obligations of the parties with respect to the protection of Confidential Information set forth in this Section.

10. PRODUCT MARKING. School System acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's Trademarks in any form or embodiment thereof, and is also the owner of all goodwill associated with PCG's Trademarks. All goodwill generated by School System use of the EDPlan Service with respect to PCG's Trademarks shall inure exclusively to the benefit of PCG. School System shall promptly notify PCG of any third-party infringements of any of the PCG Trademarks used in connection with the EDPlan Service, or any act of unfair competition by third parties relating to the PCG Trademarks, within a reasonable time of School System's knowledge of such infringements or acts. School System is also prohibited from altering, modifying, or creating any derivative trades names, service marks, and logos concerning EDPlan without the express written consent of PCG.

11. INDEMNIFICATION AND LIMITATION OF LIABILITY

11.1. PCG Indemnification Obligations. PCG shall defend, indemnify, and hold harmless School System from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against School System or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EDPlan Service infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that School System promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.

11.2. School System Indemnification Obligations. School System shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of School System or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with School System's misuse of the EDPlan Service, unauthorized modification of EDPlan Service, or unauthorized combination of the EDPlan Service with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies School System, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides School System with reasonable assistance for the defense of the suit, claim, or proceeding. School System will have sole control of the defense of any claim and all negotiations for settlement or compromise. The data entered or uploaded by School System into EDPlan Service is processed by PCG on an 'as is' basis. School System warrants that such data entered into the EDPlan Service is accurate and complete and that School System has appropriate records to substantiate such data. School System agrees that PCG will not be liable for losses, damages, or third party claims associated with any PCG act that is as a result of inaccurate or incorrect data entered or uploaded by School system unto the EDPlan Service.

School System agrees to defend, indemnify, and hold PCG harmless against any losses suffered by PCG as the result of any inaccuracies in the data entered or uploaded by School System unto the EDPlan Service.

11.3 Limitation of Liability. NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES RESULTING FROM OR RELATING TO THE AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY, ITS AFFILIATES, AND ALL OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID OR PAYABLE BY SCHOOL SYSTEM TO PCG, FOR THE SERVICE OR MODULE FROM WHICH THE LIABILITY AROSE, DURING THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR (a) BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS, (b) INFRINGEMENT OF PRODUCT MARKING, (c) INDEMNIFICATION, OR (d) FRAUD OR MISREPRESENTATION.

12. TERMINATION. Notwithstanding the provisions of Section 2, either party may terminate this Agreement for cause on or after the thirtieth (30th) day after such party gives the other party written notice of a material breach by such other party of any obligation hereunder, unless such breach is cured within thirty (30) days following the breaching party's receipt of such written notice.

12.1. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, and subject to Section 9.5 above: (i) all licenses granted to School System by PCG will terminate; and (ii) all School System User access to the EDPlan Service will terminate. PCG will destroy or return to School System, at the option of School System, all copies of School System data entered into the EDPlan Service. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data unless otherwise agreed by the parties, subject to applicable law.

12.2. No Damages for Termination or Expiration. Neither party will be liable to the other for damages of any kind, incidental or consequential damages, or lost profits, on account of the termination or expiration of this agreement in accordance with its terms. Each party waives any right it may have to receive any compensation or reparations on termination or expiration of this agreement, other than as expressly provided in this agreement. Neither party will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits, or anticipated income, or on account of any expenditures, investments, leases, or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination or expiration.

13. ADDITIONAL SERVICES. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of amendments to this Agreement signed by an authorized representative of each party and referencing this Agreement.

14. PROCUREMENT. School System is solely responsible for its compliance with applicable procurement laws and regulations. To the extent specifically authorized by applicable procurement laws and regulations, this Agreement may be utilized by another school district or other entity for purposes of its own authority to contract with PCG. The terms of such resulting contract may differ from this

Agreement, and School System assumes no authority, liability, or obligation to PCG or to any other school district or other entity with respect to any such resulting contract.

15. **WAIVER AND NONEXCLUSIVE REMEDY.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights. Except as otherwise specified in this Agreement, the exercise by either party of any remedy under this Agreement is without prejudice to its other remedies under this Agreement or otherwise.

16. **COMPLIANCE WITH LAWS.** Each party agrees to comply with all applicable laws, rules, and regulations in connection with its activities under this Agreement.

17. **ADDITIONAL TERMS**

17.1. Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns, provided, however, that neither party may assign this Agreement, in whole or in part, without the other party's written consent. Any attempt to assign this Agreement without such consent will be null and void. A change of control of a party will not be deemed an assignment. Notwithstanding anything to the contrary, a party may assign this Agreement to any affiliate, parent organization, or subsidiary upon written notice to the other party.

17.2. Governing Law, Jurisdiction, and Venue. This Agreement, and all other aspects of the business relationship between the parties, is to be construed, interpreted, and enforced under and in accordance with the laws of the MA, without regard to choice of law provisions. The parties consent to personal jurisdiction in its courts, and agree that the state and federal courts of MA shall have exclusive jurisdiction over the enforcement of this Agreement and that venue is appropriate.

17.3. Severability. If any provision of this Agreement is found invalid or unenforceable by a court or other tribunal of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

17.4. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable. For the sake of clarity, notwithstanding a force majeure event, including a school closure, all prepaid fees are nonrefundable.

17.5. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

17.6. Entire Agreement. This Agreement and its exhibits are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Provisions of this Agreement may be modified or waived only by a written document executed by authorized representatives of both parties. In addition, in the event the services being provided here are an 'add on' to a statewide EDPlan service for which PCG is contracted by the applicable state agency, the parties agree that any service that PCG provides School System pursuant to such a statewide contract shall be governed exclusively by that statewide contract and not the terms and conditions set forth in this

Agreement. The terms and conditions of this Agreement shall only govern any services PCG provides to School System, either currently or prospectively, that are in addition to those services provided under the statewide contract. Notwithstanding anything to the contrary in this Agreement, in the event that the statewide contract expires or is terminated, PCG and School System agree to expeditiously negotiate in good faith an amendment to this Agreement that sets forth the terms and conditions, including compensation, for PCG to directly provide School System all the services PCG had been providing under the statewide contract; otherwise, this Agreement will concurrently expire upon the expiration or termination of the applicable statewide contract.

17.7. Survival. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

17.8. Headings. The various headings and subheadings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

17.9. Authority. Each party represents and warrants that it has sufficient rights and authority to enter into this Agreement and that this Agreement violates no previous agreement between each party and any third parties.

17.10. Interpretation. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

17.11 Amendment. This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

17.12 Notice. Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the Party for whom intended, e-mailed with an acknowledgment of receipt, or five (5) days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as contact persons unless replaced by a party by written notice to the other party:

For Public Consulting Group LLC:
Attn: Legal Department
Public Consulting Group LLC
148 State Street
Boston, MA 02109
E-Mail: mkmetz@pcgus.com

For Caldwell School District
Attn: Julie Mead
1502 Filmore Street
Caldwell, ID 83605
E-Mail:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

PUBLIC CONSULTING GROUP LLC

Daniel Wistman

Signature

Daniel Wistman

Printed Name

Manager

Title

1/22/2024

Date

CALDWELL SCHOOL DISTRICT

Signature

Printed Name

Title

Date

EXHIBIT A

EDPlan™ Scope of Work and Service Level Agreement

This Exhibit A is used to document the base EDPlan modules, features, and service levels that School System has elected to purchase under this Agreement. Additional services are described within this Exhibit A to facilitate meeting future School System's needs should School System choose to exercise additional related contract options at a later point in time.

PCG deploys a standard configuration of EDPlan to School Systems informed by industry best practice. For new implementation of any EDPlan module, PCG will hold a kickoff meeting with the designated contract manager and additional School System to review School System procedures and discuss implementation and configuration options that are available to School System.

In addition to licensing the EDPlan technology to School Systems, PCG offers a number of support options for School Systems that may include: user help desk support regarding system functions and operation; a variety of tiered technical assistance levels to support related to school operations, policy, and instruction; related online and in-person professional development; and other related services.

Subject to the terms and conditions of the Agreement, PCG will provide the following:

EDPlan Modules and Functionality Licensing and Access
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☒ EDPlan Behavioral Threat Assessment

PCG's Behavioral Threat Assessment (BTA) solution assists in the implementation of a consistent, structured approach for multidisciplinary teams to identify and support students who may present a threat to self or others; helping school personnel document the threat, gather, share, and consider relevant information to make informed decisions, consider key questions to assign risk and determine next steps for intervention, and prepare a monitoring plan if needed.

- Includes standard configuration supporting the Virginia Department of Criminal Justice Services (DCJS) and National Threat Assessment Center (NTAC), or Comprehensive Student Threat Assessment Guidelines (CSTAG), or Salem-Keizer Cascade threat assessment protocols as determined by the School System.
- In the first year of service, PCG will provide one (1) day of in-person training sessions for BTA teams and School System administration. For the duration of the Agreement term, PCG will provide access to recurring BTA functionality training webinars. Additional training sessions can be requested for an additional cost.
- Note that PCG's Threat Assessment solution is a set of tools to be used by School System's school-based inter-disciplinary threat assessment team to (1) conduct evaluations about student risk to themselves and others, and (2) allow such teams to then determine independently any follow-up steps to monitor and support students. The Threat Assessment solution does not render any determinations or conclusions. It uses nationally recognized guidelines and frameworks that provides School System's inter-disciplinary teams the ability to document threats and incidents, evaluate students, and render the team's its own assessments, conclusions, and support decisions. The Threat Assessment solution should not be construed as determining actions or decisions upon which School System must or should rely.

☒ Threat-to-Self/Suicide Prevention

The Threat-to-Self or Suicide Prevention module works with a common incident intake form shared by the BTA process. According to the risk, users are prompted through a Threat-to-Others or Threat-to-Self risk assessment. As with the BTA process, a safety and support supervision plan with recommended interventions is created and monitored for the individual student. Studies have shown that there is significant overlap between threat to self and threat to others.

Brief Description of EDPlan BTA Module:

BTA is built upon our enterprise EDPlan platform. It is a cloud hosted case management platform with sophisticated workflow and security capabilities to model processes and enforce business rules. These system capabilities help maintain district policies and procedures while providing visibility to key stakeholders and process owners.

The BTA module facilitates adherence and implementation of the district's threat assessment requirements and policies and procedures. Notifications to district administration and/or law enforcement can be assigned according to District or state policy.

The BTA module's Monitoring Plan documents interventions and actions taken in response to the threat, which can be reviewed and updated on a consistent basis. It uses PCG's Business Intelligence capabilities to build reports, and districts can support schools in reporting threat assessment data to the State as required. Reports can also be created to analyze trends to guide resource decisions.

The BTA module can be configured or linked to other EDPlan modules according a district's processes. As with the other EDPlan modules, it contains the advantages of compliance driven workflows, and the ability to integrate within the district's technical environment.

The BTA module uses a case management approach with three key steps to attain a best-practice risk assessment and adds a fourth planning step to mitigate risk:

1. Document a student threat incident and follow immediate and critical protocol for imminent risks;
2. Gather, share, and consider data from various data sources (from school records to social media activity) to make informed decisions;
3. Consider key questions for assigning risk level and determining the next steps for intervention; and
4. Prepare a student supervision plan/plan of action to monitor and address underlying issues, and hence mitigate risk.

User Support

☒ Standard User Support – EDPlan Functionality and Feature Support (included in Service Agreement)

EDPlan was designed to be intuitive and to facilitate ease of use. Licensing fees include user support related solely to specific functionality and system features that are included in this Agreement. In addition to the Main Menu Resource Information section on the EDPlan Dashboard, where users can find system documentation and FAQs, PCG provides live support on basic system functions. User Support includes communication tools integrated within the EDPlan user interface, such as Zendesk, a dedicated email address, and a telephone hotline. PCG will respond to user inquiries within one business day. Items that are escalated for additional investigation or resolution may take additional time to resolve.

Integrated Communication Tool: School System can send inquiries and support requests via EDPlan. PCG will respond within one business day.

Email: Only School System designated Project Manager or Contract Manager will be authorized to contact PCG via a PCG provide email and Zendesk software. PCG will respond to School System inquiries and support requests within one business day.

Telephone: Only School System designated Project Manager or Contract Manager will be authorized to contact PCG via a designated phone number. Those people should only contact the call center if the request is urgent. By limiting calls to urgent matters, PCG can provide a more immediate response to the School System. All non-urgent requests should be entered via the EDPlan web-based application, Zendesk, or sent to PCG via threatassessment@pcgus.com. The phone support is available Monday through Friday from 9:00am – 5:00pm EST, with the exception of PCG holidays. Please see Exhibit B for costs and terms.

☐ **Supplemental Program and Department Support**

Supplemental Program and Department Support is beyond the Functionality and Feature Support included in the licensing fee. This supplemental tier of support is available for an additional fee if purchased by School System and includes inquiries related to School System special education operations, policies, procedures, or compliance.

Supplemental Program and Department Support is requested by phone and email only, must be scheduled at least 5 business days in advance, and can be purchased in banks of 10 hours at a rate of \$2,500 for each 10-hour bank.

In cases where this supplemental support has not been purchased by School System, any inquiries related to School System special education policy, procedures, or operations support services and state or federal laws, regulations, or administrative code will be referred to back to School System. PCG DOES NOT PROVIDE ANY LEGAL ADVICE AND THE SCHOOL SYSTEM SHOULD CONSULT WITH ITS LEGAL COUNSEL WHEN NECESSARY.

Supplemental Services- Basic and Advanced Data Analysis and Custom Reporting Services

Requests for Data Analysis and custom reporting services must be submitted via the EDPlan Help Desk. PCG will acknowledge receipt within one business day. These services require additional fees as indicated in Exhibit B.

System Overview and School System Responsibilities

EDPlan is a web-based application. School System is not required to purchase or install any software on its computers except an Internet browser and Adobe Reader (each is available from the vendor).

PCG provides all hardware and software necessary for the operation of EDPlan. PCG provides all technology engineering services required to operate EDPlan. PCG provides all operational services needed for the appropriate functioning of EDPlan including but not limited to: Database software administration, database backup and recovery, system account management, system security, computer and network equipment maintenance, server software maintenance, application software maintenance. PCG provides all

datacenter hosting services as required for the appropriate functioning of EDPlan including the provisioning of internet bandwidth as needed to make EDPlan appropriately accessible via the internet.

School System Responsibilities

School System is responsible for timely provision of the following:

1. Connection to the Internet for its Users
2. Computer hardware for its Users
3. Browser software and browser software configuration
4. Installation and configuration of the Adobe Acrobat Reader
5. System start up information as detailed in the “System Start-Up” Section below
6. Additional school data after Start-Up, as may be required by PCG
7. Access to Special Education management staff
8. Designation of a consistent project manager who will serve for the duration of the project term. In case of transition of staff,
9. Scheduling as needed to allow the project manager to receive training from PCG on an ongoing basis.
10. Sites for all scheduled trainings with an appropriately configured computer for each trainee and one additional computer for the trainer

System Integration

☒ Standard System Integration

System Integration is a step in the initial implementation phase. The goal of System Integration is to establish flow of student demographic information into EDPlan, with School System’s Student Information System serving as the primary source of data. PCG will work with School System, using established PCG processes and templates, to implement the initial System Integration configuration through which data will be exchanged on a nightly basis within PCG’s overnight schedule and one student information system. PCG assumes that School System will actively participate in the process, and that School System has current technology and security protocols in place to help create and maintain a strong security posture with respect to this integration. School System data housed in systems other than the single student information system may be integrated at additional fees.

PCG has developed a standard set of specifications to outline the data elements required from School System’s local data systems by PCG to properly configure EDPlan. This includes the following five (5) elements:

- Student Information
- Parent Information
- User Information
- School Information
- Caseload Information

School System Responsibilities

PCG will assist School System in populating the spreadsheet templates provided by offering technical advice and consulting, but it is the responsibility of School System to populate the spreadsheets and to submit those to PCG personnel via secure file transfer protocols which will be described to School System personnel who are preparing and delivering the data.

EXHIBIT B PAYMENT TERMS

Subject to the terms and conditions of this Agreement, School System shall pay PCG the following amounts:

Pricing	2-1-2024 to 1-31-2025 (Implementation Year)	2-1-2025 to 1-31-2026 (Year 2)	2-1-2026 to 1-31-2027 (Year 3)
EDPlan Suite Module included in Exhibit A, Including Behavioral Threat Assessment Implementation Fee	\$14,000	--	--
EDPlan Suite Module included in Exhibit A, Including Behavioral Threat Assessment Annual Software Subscription	\$6,905	\$6,905	\$6,905
Total Fees	\$20,905	\$6,905	\$6,905
Invoice Submission	2-1-2024	2-1-2025	2-1-2026

A. Fees

The school system shall pay an Annual Software Subscription fee of \$6,905 during the term and \$14,000 Implementation Fee in Year-1.

For each Renewal Term of the Agreement, School System shall pay an Annual Fee equal to 105% of the amount of the Annual Fee for the previous Term (Annual Term or Renewal Term).

B. Additional Fees

The parties will negotiate in good faith concerning fees for additional training, features, or additional work under this Agreement that are not otherwise stated herein. Once the parties reach agreement, the fees will be memorialized through amendments to this Agreement. School System reserves the right to procure additional solutions and services from PCG. It is understood that these additional solutions and services are not included in scope of this Agreement and do not include training or installation costs for additional scope. In instances where pricing has previously been provided to School System, PCG will honor those prices for a period of 120 days.

- In person professional development with a national certified trainer - \$6000 per day plus expenses
- Formally approved system changes and modifications may be purchased: \$175/development hour (Development Hours constitute design, development, and testing of requested change)
- Two additional three-hour sessions, on the same day, of Standard On-Site Training for up to 30 School System staff members per session with two PCG trainers: \$6,000
- Virtual Training: two three-hour training sessions at \$1500 per day
- Data analysis, custom data feeds, or custom report development: \$220/hour
- Safety policy or procedure analysis and guidance: \$250/hour
- Suicide in Schools: Suicide in Schools Online Training modules by national expert Dr. Terri Erbacher – Unlimited \$250 per school annual subscription with all district schools participating
- Fundamentals of the National Threat Assessment Center Model: Online Training modules by national expert Dr. Melissa Reeves - Unlimited \$250 per school annual subscription with all district schools participating
- Fundamentals of the Salem-Keizer Cascade Model: Online Training modules by national expert John Van Dreal - Unlimited \$250 per school annual subscription with all district schools participating