

**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 September 23, 2025 (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 entered into Contract No. 25-5046 with the Idaho State Department of Education (“SDE”) as of July 1, 2025, to provide a comprehensive Web-based Individualized Educational Program (“IEP”), among other services, that would be provided through a statewide system, into which School System has opted (“Idaho Agreement”); and

WHEREAS, School System desires to receive a license, in addition to those modules offered in the Idaho Agreement, associated with PCG’s proprietary Internet-based education case management, document creation, and supporting analytics software (EDPlan™); and a license to PCG’s related documentation; and

WHEREAS, School System desires to provide access to EDPlan to its school and administrative employees, contractors, and authorized users for their use in the creation of comprehensive student Individualized Education Programs, documenting and communicating goals and student accommodations, and for purposes including compliance with IDEA and state administrative code; 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. “Application Management” means work related to how the EDPlan Service is modified, and includes resolving defects, updating the EDPlan Service for PCG system-wide national releases to the base product rolled out on a predefined schedule, processing change requests to modify/change the EDPlan Service, release schedules/processes, testing processes, and acceptance processes.

1.2. “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, temporary staffer, 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. For the sake of clarity, the only School System information subject to this Agreement is the information School System provides directly to PCG; any School System information that PCG receives from the State of Idaho under the Idaho Agreement is governed by that contract and its terms and conditions.

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

1.4. "EDPlan Service" means: (i) the implementation of the Internet-based functionality of EDPlan modules identified in this Agreement; (ii) licenses for the EDPlan modules specifically identified in this Agreement; (iii) all products and work related to such services within this Agreement, including but not limited to Playbook; (iv) Production Support for the implemented EDPlan modules; and (v) the Documentation developed by PCG for distribution and use in combination with the foregoing.

1.5. "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.

1.6. "Production Support" means ongoing operations and services to maintain user support of the EDPlan Service following activation of the EDPlan Service in the production environment, including work related to resolving unplanned system outages, work related to keeping the EDPlan Service in tune and running properly, i.e., hosting, operating system updates, up time, maintenance schedules (system unavailability), and Application Management.

1.7. "School System User" means any employee, contractor, and other authorized user of "School System" who will be granted access to the EDPlan Service, provided that such contractors

or other non-School System employees are subject to terms and conditions concerning confidentiality and licensing that are materially similar to those set forth herein.

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.

2. **TERM.** The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and shall end on June 30, 2026. 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 access to the EDPlan Service to School System, as more fully described below and in **Exhibit A**.

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 to support internal education-related purposes.

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 online format, as part of School System’s Documentation for the EDPlan Service, and, if such School System’s Documentation is in an online 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 access 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 Documentation or 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 Internet connectivity to School System, and obtaining and maintaining such connectivity will be the sole responsibility of School System.

5. SUPPORT. PCG will make available qualified personnel to School System during the Term to provide technical support, and does not include the provision of guidance or recommendations related to district policy, operations, instruction, or data analysis. Such personnel will be skilled in the functioning and application of the EDPlan Service to answer questions and provide support. PCG agrees to provide consulting services support to School System for unique projects on an as-available basis, upon School System's request, and subject to agreed-upon additional compensation, which will be memorialized in writing and incorporated into and subject to the terms and conditions of this Agreement.

6. **TRAINING.** PCG will provide training resources (webinars, documentation) for the School System to assign to all appropriate School System staff identified by School System as a School System User. Additional trainings of School System staff as requested by an authorized representative of School System may be contracted at a cost described in Exhibit A of this Agreement.

7. **COMPENSATION.** In consideration of the licenses and services granted by PCG to School System under this Agreement, School System shall pay PCG fees as described in Exhibit B and shall be due and payable to PCG within 30 days of receiving an invoice from PCG or otherwise 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 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. In the event School System does not fully and timely pay all compensation due to PCG, PCG reserves the right to suspend access to the EDPlan Service, 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 Term. School System acknowledges that for PCG's own purposes PCG shall have the right to aggregate any data input by School System Users, but PCG shall not use or disclose personal or individual identifying information where the use or disclosure would constitute a violation of applicable law.

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.

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 both parties acknowledge that no computer system or information can ever be fully protected against every possible hazard. 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 during the Term, PCG will provide access to all data to School System. A fee equal to PCG's standard hourly rates 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. Otherwise, PCG has no obligation to retain any data input by School System into the EDPlan Service, unless otherwise required by law or as agreed upon by the parties, after the 30-day period set forth herein expires; accordingly, at such time, PCG shall have full discretion to destroy such data.

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 a 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 subject to such party giving prompt notice of such order to the other party so 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. In addition, to the conditions set forth in Section 9.5 concerning School System data input into the EDPlan Service, at the request of the disclosing party, the receiving party shall promptly destroy all physical copies of additional Confidential Information (i.e. non-School System data) 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 Confidential Information (including School System data) lies on disaster recovery systems or backup tapes, the receiving party shall notify the disclosing party and shall keep such information secure and confidential in perpetuity or until such time as destruction is practicable. 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. School System Indemnification Obligations. School System shall defend, indemnify, and hold harmless PCG from and against any third party 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 the 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 the 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 into 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 into the EDPlan Service.

11.2. 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 BY SCHOOL SYSTEM TO PCG, FOR THE SERVICE OR MODULE FROM WHICH THE LIABILITY ARISES, DURING THE TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE FIRST EVENT GIVING RISE TO LIABILITY OCCURRED.

12. **TERMINATION.** 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 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. Notwithstanding anything to the contrary in this Agreement, PCG may keep a backup copy of the data, 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 State of Idaho, 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 Ada County, Idaho 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 recommence 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. For the sake of clarity, the parties agree that any service that PCG provides School System pursuant to the Idaho Agreement shall be governed exclusively by the Idaho Agreement 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 Idaho Agreement. Notwithstanding anything to the contrary in this Agreement, in the event that the Idaho Agreement 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 Idaho Agreement; otherwise, this Agreement will concurrently expire upon the expiration or termination of the Idaho Agreement.

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: dhartnagel@pcgus.com

For School System:
Attn: Julie Mead
Caldwell School District
1502 Fillmore St.
Caldwell, ID 83605
E-Mail: jmead@caldwellschools.org

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

PUBLIC CONSULTING GROUP LLC

Caldwell School District

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

EDPlan Scope of Work

This Exhibit A is used to document the base EDPlan modules, features, and service levels that School System has elected to license/purchase under this Agreement. Additional services are described within this Exhibit A to facilitate meeting future district 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 each new implementation of any EDPlan module, PCG will hold a kickoff meeting with the designated School System contract manager to discuss implementation and configuration options that are available to School System.

In addition to licensing access to the EDPlan service to School System, PCG offers a number of professional services 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.

For on-site trainings, School System is responsible for scheduling the space, providing necessary technology (computers/Internet), and communicating/promoting the details of the event to School System personnel.

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

EDPlan Add-On Module Licensing and Access

- EDPlan 504 Module.** PCG's web-based, process-driven solution assists administrators and instructional personnel with documentation to manage and develop Eligibility Determinations and Accommodation Plans. School System agrees to use the uniform set of module-specific documents provided with this solution. These documents shall include, but are not limited to:
- Consent to Evaluate
 - Eligibility
 - Eligibility Termination
 - 504 Discontinuation
 - Manifestation Determination
 - Meeting Notes
 - Non-Eligibility
 - Parent Participation Letter
 - 504 Plan
 - Written Notice

Additional documents may be requested by School System to accommodate local policies and procedures, at an additional cost. PCG will cover the cost of Idaho EDPlan 504 licensing if School System has an active Medicaid contract with PCG.

- **EDPlan Progress Track.** The EDPlan Progress Track Module is a web-based service documentation and data collection system that allows teachers to track progress towards educational goals in a consistent manner and quantitatively measure progress towards IEP goals. Graphing capabilities include:
 - Establishing a baseline
 - Creating a trend line, algorithmically formulated after the 4th instructional data point is saved
 - Creating a student aim line
 - Tracking instructional changes

- **EDPlan Connect.** This module allows parents/guardians to access student documents created in EDPlan via a parent portal. Certain documents requiring signature may also be signed by the parent/guardian through the parent portal.

- **EDPlan Behavioral Threat Assessment and Management Solution.** PCG’s Behavioral Threat Assessment and Management (BTAM) 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.

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

- Includes standard configuration supporting National Threat Assessment Center (NTAC) protocols for the BTAM process.
- Includes standard configuration supporting research-based best practices for suicide prevention for the SRA process.
- In the first year of service, PCG will provide one (1) day of virtual training sessions for BTAM teams and School System administration. For the duration of the Agreement term, PCG will provide access to recurring BTAM functionality training webinars. Additional training sessions can be requested for an additional cost.
- Note that PCG’s BTAM 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 BTAM 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 BTAM solution should not be

construed as determining actions or decisions upon which School System must or should rely.

- **EDPlan Health Module.** The EDPlan Health Module is a web-based service documentation site and health record management system where nurses and other health providers can collect and view all pertinent health information and encounters for a student.

EDPlan Health Base Functionality

Configuration of the base EDPlan Health solution will provide school nurses and other school support staff with the following features and functionality:

- Nursing & Medication Service Logging Wizards
- Daily Schedule / Dashboard for Medications and Nursing Services
- Nursing Contact Notes
- Immunization Compliance and Alerts
- Medication Inventory Tracking and Alerts
- Mass Screenings Wizard for blood pressure, dental, growth/BMI, hearing, lice, scoliosis, and vision
- Ad Hoc Office Visit Logging Templates & Letters (pdf)
- Supervisor Sign-Off Wizard
- Centralized Student Health Information Page
- Individualized Healthcare Plan Templates (pdf)
- Standard Reports: Health Alerts Report (xls), Individual Healthcare Plans (xls), Medication Inventory Report (pdf), Non-Compliant Immunizations Report (xls), Nursing Service Log Report (xls), Nursing Screening Standard Report (xls), Scheduled Nursing & Medications Report (xls)
- Draft service log completion wizard
- Ability to upload standard district templates/documents for easy access by nurses to download

Implementation Assumptions:

- EDPlan Health includes the baseline documents with no customized application development or specialized reporting.
- Access to the EDPlan Health module will be granted through the creation of new user types or modification of existing user types pending School System approval.
- PCG will administer initial role privileges for EDPlan Health users to document nursing and medication services. School System will be responsible for future role privileges after implementation and administrator training.
- Data integration and ongoing technical support for:
 - PCG will follow the existing data integration in place between EDPlan and School System, to include additional fields required for the EDPlan Health module
 - Recurring data imports from your student information system: student demographic data
 - One-time data imports: users, student health alerts, student immunization records (if applicable)
 - Data integration must follow PCG's pre-set, standard integration using PCG's templates

- End user manual and quick reference guide will be provided in electronic format.
- PCG will make updates according to administrator-approved additions to medications, diagnosis codes, and health alerts.
- Establishment of post-implementation Change Management process lead by School System Nursing Leadership.

□ **EDPlan Mental Behavioral Health Services (MBHS) Module.** PCG’s EDPlan MBHS module is a web-based case management and service documentation system for providers to document behavioral health services. This module includes:

- User types specific to the MBHS module, giving these staff members specific access to MBHS documents and data
- A guided process that leads staff through the steps of referral, assessment, plan of care, progress tracking, and discharge; documents and services are saved to a student’s record
- A fully electronic Licensed Practitioner for the Healing Arts (LPHA) approval process, including system notifications, if the Diagnostic Assessment (DA), Individual Plan of Care (IPOC), and/or Prior Authorization (PA) require review
- Visual compliance symbols to help staff keep track of important timelines associated with IPOC creation and the 90-Day Reviews
- MBHS-specific reports

User Support and Training

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 School System’s contract. In addition to the Support within the application, where users can find system documentation and FAQs, PCG provides live support to trained School System administrators on system functions. Tier-2 User Support includes message board communication tools that are embedded within the EDPlan user interface. PCG will respond to School System administrator inquiries within one business day. Items that are escalated for additional investigation or resolution may take additional time to resolve.

Training for EDPlan modules will be provided based on the table below:

EDPlan Module	Trainings
EDPlan Health	<ul style="list-style-type: none"> • One (1) initial administrator training (virtual) • Two (2) initial nurse / end user trainings (virtual) during year one of the contract • One (1) annual virtual refresher training after the implementation year
Mental Behavioral Health Services (MBHS) Service Documentation	<ul style="list-style-type: none"> • One (1) initial administrator training (virtual) • One (1) initial mental/behavioral health provider training (<i>in person</i>)
Behavioral Threat Assessment and Management Solution	<ul style="list-style-type: none"> • One (1) initial administrator training (in-person) • One (1) day of on-site training with 2 sessions of two to three hours each • One (1) annual virtual refresher training after the implementation year

Supplemental Services- Data Analysis, Custom Reporting Services, Data Integration, and Data Import Services

- Custom Reports** - Requests for data analysis and custom reporting services including creation of new reports or assistance in modifying reports in EDPlan's Advanced Reporting system 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.
- Data Integration and Data Import Services**– Data integration services include integrating ongoing data between EDPlan and other data systems, and importing data into EDPlan. These services require additional fees as indicated in Exhibit B.
 - **Data Entry Service:** PCG to provide data entry services to enter a “bridge” IEP in EDPlan. PCG will enter data in EDPlan selected sections of the most recent finalized IEP for each currently enrolled student. Selected sections would include: All goals/objectives for PK-12+ grade students, Services, Special Considerations, Accommodations, and State Testing. School System will be responsible for reviewing the entered IEPs and finalizing the documents after reviewing them. Service does not include data entry for Behavior Intervention Plans, Secondary Transition Plans or other documents. The one-time cost will be invoiced upon completion of the project.
 - **PDF Upload Service:** PCG to provide services to upload the most recent finalized IEP and eligibility pdf document for each currently enrolled student. School System will be responsible for providing PCG secure electronic access to retrieve the pdf documents.

Additional EDPlan Features

These additional EDPlan features can be added to support School System needs. Applicable user support and training is defined within each option.

- EDPlan Single Sign-On (SSO).** SSO provides simplified access to EDPlan, reducing the need for multiple login credentials and streamlining their authentication process. This not only enhances user convenience but also strengthens security by centralizing access control. PCG will work with district IT staff to establish a single sign on integration through the preferred SSO method (e.g., Azure, Classlink, Google, RapidIdentity, LDAP, etc.).
- EDPlan PaperClipPlus.** This module provides audio and video storage capabilities in EDPlan, providing educators the ability to store meeting recordings, video clips, etc.

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 contract manager who will serve for the duration of the contract term
9. Sites for all scheduled trainings with an appropriately configured computer for each trainee and one additional computer for the trainer

System Startup

System Startup is the process by which a School System’s service is established. The goal of System Startup is to import required information as much as possible into the module so that School System need not perform excessive manual data entry.

Where applicable, PCG has developed a standard set of import stubs for the data elements required by EDPlan Student Success Services. The main categories of data imports include module-specific information.

Often these data may be exported from existing database(s) or spreadsheets. It is the responsibility of School System to populate the database(s) and spreadsheets.

School System shall designate project manager(s) to coordinate internal School System activities of the project implementation and ongoing project maintenance and support. This project manager(s) will also serve as the primary contact person for PCG for greater efficiency across solutions.

**EXHIBIT B
PRICING**

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

Service Name	Implementation Fee (only applies if solution has not been implemented previously at LEA)	Initial Term Fee
EDPlan 504 Module	\$2,500	\$5/student minimum \$2,500 or free with PCG Medicaid contract and claiming

A. Fees

For each Renewal Term of the Agreement beginning with July 1, 2026-June 30, 2027, School System shall pay fees for services and modules equal to 104% of the amount of the fees for the previous Initial or Renewal Term, as applicable.

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.

- Additional virtual user training session for up to 30 School System users per session: \$1,500
- Additional on-site training session for up to 30 School System users per session: \$2,500
- On-site professional development with a national BTAM certified trainer \$4,000 - \$6,000 per day
- Data analysis, custom data feeds, or custom report development: \$225/hour
- Special Education policy or procedure analysis and guidance: \$250/hour
- PaperClipPlus Fees:

Audio Video Cumulative Storage	Annual Price
400 GB	\$3,500
800 GB	\$5,500
1,600 GB	\$8,000
2,400 GB	\$10,000
8,000 GB	\$20,000
16,000 GB	\$30,000
24,000 GB	\$50,000