



STUDENT INFORMATION SYSTEMS SERVICES AGREEMENT

This Student Information Systems Services Agreement (“Agreement”) is made and entered into as of July 1, 2024 (“Effective Date”), between Education Dynamics, Inc., a California corporation (“Provider”) and Pathways in Education – West Ada, Inc., an Idaho nonprofit corporation (“Client”).

RECITALS

A. **WHEREAS**, Client operates an independent study charter school program in Ada county, Idaho;

B. **WHEREAS**, Client disseminated a Request for Proposal to seek bid proposals from qualified service providers for the provision of alternative student information management services.

C. **WHEREAS**, Provider is engaged in the business of providing a fully integrated, customized web-based student information system (“SIS”) application service called StudentTrac and related SIS services.

D. **WHEREAS**, Client and Provider now mutually desire to contract for these services again, pursuant to the terms stated herein.

E. **WHEREAS**, the parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the charter petition approved by the District, that this Agreement constitutes a public record of Client, and that this Agreement provides for Provider to deliver task-related services that are performed at the direction of the governing board of Client and for which the governing board of Client retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows.

1. Term. This Agreement shall be for a term of three (3) years commencing on the Effective Date and expiring on June 30, 2027. Notwithstanding the foregoing, this Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term”), unless either party provides written notice of non-renewal at least sixty (60) calendar days prior to the end of the initial term or Renewal Term. This Agreement shall expire after the second Renewal Term, unless earlier terminated or non-renewed as set forth herein. The initial term and any Renewal Term shall collectively be referred to herein as the “Term.”

2. Scope of Services. Provider will provide Client with a fully integrated customized web-based student information system application called StudentTrac and related SIS services (“Services”), including the staff necessary to provide the Services. The Services are more particularly described in Exhibit A – Scope of Work (attached hereto and incorporated herein by this reference). The parties may mutually agree to change the Services at any time by amending

Exhibit A in writing; provided, however, the parties shall also adjust the Annual Service Fee commensurately pursuant to Section 3 and Exhibit B, if necessary, and Provider shall only deliver task-related services that are performed at the direction of the governing board of the Client and for which the governing board of Client retains ultimate decision-making authority.

3. Fees for Services.

A. Annual Service Fee. As compensation for the Services, Client will pay Provider the Annual Service Fee of \$36.00 for each student record that is active within the school year, as outlined in Exhibit B – Fee Schedule, attached hereto and incorporated herein by this reference (the “Annual Service Fee”). For purposes of this Agreement, a student record is considered “active” and Client will pay Provider the Annual Service Fee when the student does any one or more of the following during the current fiscal year: (1) enrolls and is assigned an enrollment date, (2) dis-enrolls, (3) is assigned school work by a teacher, and/or (4) turns in school work assigned by a teacher. The Annual Service Fee will be charged only once per student record per fiscal year and is subject to increase by five percent (5%) annually, effective July 1 of each year during the Term.

B. Value-Added Services. Client may request in writing for Provider to provide any or all of the Value-Added Services described in Exhibit B for which Client shall be compensated separately from the Annual Service Fee on an hourly basis at the rates described in Exhibit B; provided, however, that such hourly rates shall increase by five percent (5%) annually, effective July 1 of each year during the Term. Time spent on Value-Added Service requests will be billed in increments of fifteen (15) minutes after the first hour, subject to a minimum one (1) hour charge per request. Any fees for Value-Added Services shall be itemized on Provider’s invoices, with reference to specific dollar amounts, a detailed narrative of the services performed, and documentation for such fees (e.g. copies of written request from Client for the Value-Added Services, etc.). If requested by Client, Provider shall provide Client with a projected deadline and estimated total cost for any of the Value-Added Services, and Provider agrees to make reasonable efforts in good faith to meet the projected deadline and shall not exceed the estimated total cost without seeking approval from Client.

C. Invoices. Client shall pay the Annual Service Fee and any Value-Added Services upon receipt of monthly invoices from Provider outlining the services performed and the fees due. Invoices are due and payable no later than thirty (30) calendar days after Client’s receipt of undisputed and properly submitted invoices.

D. In the event this Agreement is renewed, the Annual Service Fee and the rates for the Value-Added Services shall be reviewed and may be renegotiated in good faith by the parties. Any time during the Term, Provider and Client each reserve the right to propose adjustments to increase or decrease the Annual Service Fee and the rates for the Value-Added Services, e.g. to account for an amendment to the Services pursuant to Section 2 herein, to reduce the fee in the event that StudentTrac or any other program or software provided directly to Client by Provider is faulty and/or non-functioning and is not fixed by Provider within a reasonable time, or other changed circumstances. The parties shall negotiate any such adjustments in good faith, and any adjustment of the Annual Service Fee and the rates for the Value-Added Services shall be documented in writing approved by both parties.

E. Costs. In addition to Client's payment of the Annual Service Fee and any Value-Added Service fees, Client shall reimburse Provider for Provider's direct "pass-through" costs incurred in connection with Provider's performance of the Services. All reimbursable costs of Provider charged to Client require prior written approval from Client and shall be itemized on Provider's invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders). Client hereby acknowledges and agrees that the Principal of Client's charter school is authorized to provide such prior written approval. In the event that Provider purchases equipment, materials, supplies, or procures services at the request of or on behalf of Client (which shall exclude any subcontractor(s) utilized internally by Provider in order to carry out Provider's Services), Provider shall comply with competitive bidding and/or other processes approved by the governing board of Client and shall not include any added fees or charges with the cost of equipment, materials, supplies, or services purchased from third parties. Any equipment, materials, or supplies that Provider purchases on behalf of Client shall be and remain the property of Client.

4. Obligations of Client.

A. Client shall immediately notify Provider upon learning of any significant problem with the performance of the SIS software.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time for Provider to perform the Services.

C. Client may, from time to time, need to purchase such software and hardware as may be reasonably necessary for the effective operation of Provider's SIS software. Client will comply to the best of its ability with hardware requirements and browser requirements that Provider advises Client as being necessary for proper or maximal performance of its software.

D. Client may, from time to time, need to purchase additional services and/or seat licenses from third party vendors in order to maintain data connectivity and access to certain features of third-party vendor integrations. Client will comply to the best of its ability to purchase and renew such licenses and/or services as needed to ensure uninterrupted operations.

E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of Client's network administrator, network, or servers.

F. Client will inform Provider in writing whenever there is a change in its address, fax number, telephone number, email address, or any other notice contact information.

5. Termination. This Agreement may be terminated during the Term hereof as follows:

A. Client Termination for Cause. Client may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For purposes of this Section, "Cause" means: material breach of this Agreement, which may include, but is not limited to, failure of Provider to provide services as required by this Agreement, or any other act or failure to act by Provider. Prior to a termination by Client for Cause, Client shall provide written notice to Provider identifying the material breach and providing Provider a reasonable period to cure. If

Provider fails to cure such material breach within a reasonable period, Client may terminate for cause upon thirty (30) calendar days' notice. A reasonable period for cure under this Section shall not be less than thirty (30) calendar days unless lesser time is reasonable under the circumstances.

B. Provider Termination for Cause. Provider may terminate this Agreement for Cause prior to the end of the Term, in accordance with the procedures set forth herein. For the purposes of this Section, "Cause" means: material breach of this Agreement, which may include, but is not limited to, Client's failure to make payments as required by this Agreement. Prior to a termination by Provider for Cause, Provider shall provide written notice to Client identifying the material breach and providing Client thirty (30) calendar days to cure. If Client fails to remedy such material breach within thirty (30) calendar days of receipt of written notice, Provider may terminate for Cause upon thirty (30) days' calendar notice.

C. Termination Upon Mutual Written Agreement. The parties may terminate this agreement with or without cause upon their mutual written agreement.

D. In the event that any enactment, repeal, promulgation, interpretation or action by regulator or authorizer, or withdrawal of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the operation of Client in conformity with this Agreement, or otherwise has a material adverse effect on Provider's ability to operate, including, but not limited to, revocation or expiration of Client's charter to operate the charter school, Provider or Client may elect to deliver written notice to the other of such changes and the resulting consequences. Upon delivery of such notice, the parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If despite such good faith negotiations, the parties are unable to agree upon an acceptable approach to address the changes, then either party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least one hundred eighty (180) calendar days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances. Among other events, this Section applies to actions that may be made by the District, County Office of Education, State Board of Education, Department of Education and/or the Advisory Commission on Charter Schools.

E. Notwithstanding any other provision in this Agreement, each party shall use its good faith best efforts to avoid a termination of the Agreement which becomes effective during the middle of a school year because of the disruption to the educational program and the students.

6. Confidential Information.

A. Client's Proprietary Information. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Services. If disclosure of any of Client's confidential or proprietary information is requested pursuant to law, statute, rule or regulation (including a subpoena or other similar form of process), Provider shall provide Client with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow Client to seek a restraining order or other appropriate relief.

B. Provider's Proprietary Information. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is required under Client charter school's charter or applicable law, or is reasonably necessary to the performance of Client's duties and obligations under this Agreement. If disclosure of any of Provider's confidential or proprietary information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to Client under the Idaho Public Records Act, or other similar form of process), Client shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide Provider with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow Provider to seek a restraining order or other appropriate relief.

C. Provider's Intellectual Property. Client acknowledges and agrees that Provider may use pre-existing proprietary computer systems or software, methodology, techniques, software libraries, tools, algorithms, materials, products, programs, ideas, skills, designs, know-how or other intellectual property owned by Provider or its licensors, and Provider may also create additional intellectual property in the performance of its services to Client (all of the foregoing, the "Provider Intellectual Property"). Client agrees that any and all proprietary rights to the Provider Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of the services provided, including patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of Provider, free from any claim or retention of rights thereto on the part of Client, and Client hereby assigns to Provider any rights it may have in any of the foregoing.

D. The obligations of confidentiality in Sections 6A, 6B, and 6C herein will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

7. Student Information & Records.

A. Provider and Client will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506), and other applicable state and federal laws pertaining to student information and privacy. To the extent necessary to perform the Services, Provider shall be designated as having a legitimate educational interest in accessing Client's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Provider to access personally identifiable information from student education records from Client in order to provide the Services. Provider shall not use or disclose pupil records received from or on behalf of Client except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by Client. Provider shall protect the pupil records it receives from or on behalf of Client no less rigorously than it protects its own confidential information. Provider will designate and train responsible individuals to ensure the security and confidentiality of pupil records. Provider shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of Client.

B. The parties acknowledge that Provider is a “third party” under Education Code section 49073.1(d)(6), which defines “third party” as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. As such, in addition to the requirements under Section 7A, the parties agree to the following terms in compliance with Education Code section 49073.1:

(i) The pupil records of Client shall continue to be the property of and under the control of Client.

(ii) To the extent any pupil-generated content is stored and managed by Provider, pupils may retain possession and control of their own pupil-generated content, or may transfer pupil-generated content to a personal account, by submitting a written request to Client. Client will have the ability access any pupil-generated content directly in StudentTrac, and Provider will provide assistance to Client upon request. For purposes of this Section, “pupil-generated content” means materials created by a pupil, including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, and account information that enables ongoing ownership of pupil content. “Pupil-generated content” does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

(iii) A parent, legal guardian, or eligible pupil may request copies of pupil records, or may inspect and review pupil records during regular school hours, by submitting a request to Client. Client will provide access to the pupil’s records no later than five (5) business days following the date of the request. A parent, legal guardian, or eligible pupil may request that Client correct erroneous information in the pupil records by submitting a written request to Client. Client’s Principal or designee shall meet with the parent, guardian, and/or eligible pupil and either grant or deny the request to change information in the pupil records.

(iv) In the event of any unauthorized disclosure of pupil records, Provider shall notify Client in writing within one (1) business day of discovery. Provider’s notification shall include the nature of the unauthorized disclosure, the pupil records that were disclosed, who made or is believed to have made the unauthorized disclosure, the steps Provider is taking to mitigate any effect of the unauthorized disclosure, and the corrective actions Provider is taking to prevent future unauthorized disclosures. Client shall notify the parent or legal guardian of those affected by the unauthorized disclosure, and/or the affected eligible pupil.

(v) Provider hereby certifies that upon the termination or expiration of this Agreement, protected student information and pupil records in the possession of Provider shall be returned to Client and/or destroyed. However, Provider shall not destroy any pupil records with express written consent from Client. Provider shall comply with all known litigation holds or orders to preserve pupil records.

(vi) Provider shall not use any personally identifiable information in pupil records to engage in targeted advertising.

(vii) For purposes of this Section, “pupil records” means both of the following:
(i) any information directly related to a pupil that is maintained by the local educational agency;

and (ii) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee. Pupil records” does not mean any of the following: (i) deidentified information, including aggregated deidentified information, used by the third party to improve educational products, for adaptive learning purposes, and for customizing pupil learning; (ii) deidentified information, including aggregated deidentified information, used to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (iii) deidentified information, including aggregated deidentified information, used for the development and improvement of educational sites, services, or applications. “Deidentified information” means information that cannot be used to identify an individual pupil.

8. Warranty and Disclaimer. Client acknowledges that no computer system or software can be made completely stable or secure, and that subject to the other provisions herein, Provider cannot guarantee the stability, safety or security of Client’s network or data. Provider warrants that the Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the timeframe, if any, set forth in the description of Services herein. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

9. Limitation of Liability.

A. Except to the extent caused by Provider’s gross negligence or willful misconduct, Provider shall not be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. Except to the extent caused by Provider’s gross negligence or willful misconduct, provider shall not be liable for any loss of data that may occur, regardless of the cause of such loss of data. Except to the extent caused by Provider’s gross negligence or willful misconduct, the total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Services during the twelve (12) month period preceding the date the claim arises. Notwithstanding the foregoing, nothing in this Section shall limit Provider’s indemnification and defense obligations under Section 10 herein.

10. Indemnification and Insurance.

A. Indemnification by Provider. To the fullest extent allowed by applicable law and notwithstanding any other provisions of this Agreement, Provider agrees to defend, indemnify, and hold Client (including its officers, directors, members, agents, representatives, authorized volunteers, and employees) harmless from any and all claims, causes of action, charges, demands, costs, expenses, reasonable outside attorneys’ fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or

equity, of every kind or nature whatsoever, arising out of or relating to Provider's performance of the Services or obligations pursuant to this Agreement (including any conduct or actions by any of Provider's agents) ("Claims"). Provider's duties to defend, indemnify, and hold Client harmless as set forth in this Section shall apply only to those Claims arising out of (a) Provider's provision of the Services contemplated hereunder, (b) Provider's use of agents of any kind, (c) Provider's breach of this Agreement, and/or (d) Provider's violation of any applicable law and/or any other applicable laws for which Client may be liable. Provider's indemnification, hold harmless and defense obligation shall apply except to the extent such obligations are caused by the negligence or misconduct of Client. Upon timely written notice from Client, Provider shall defend Client (including its officers, directors, members, agents, representatives, authorized volunteers, and employees) in any action or proceeding by legal counsel reasonably acceptable to Client.

B. Indemnification by Client. Client shall defend, indemnify and hold Provider and/or Provider's directors, owners, officers, employees, managers, subcontractors, representatives, and agents ("Provider's Agents") harmless from and against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, of whatsoever kind or character, including reasonable outside attorneys' fees, brought against Provider and/or Provider's Agents for injury to property or persons, arising out of Client's performance of this Agreement to the extent that such injury is the direct, legal or proximate result of acts or omissions by Client (including its officers, directors, members, agents, representatives, authorized volunteers, and employees). Upon timely written notice from Provider, Client shall defend Provider and/or the Provider Parties in any action or proceeding submitted or filed by legal counsel reasonably acceptable to Provider.

C. Insurance. Provider shall maintain customary and reasonable insurance, including, but not limited to, coverage for professional liability for errors or omissions, comprehensive general liability coverage, and automobile liability coverage. Provider shall also maintain cyber liability insurance, including, but not limited to, coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service. Provider shall provide Client evidence of such insurance upon request. Each party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

11. Arbitration. Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. The arbitration will be held in California. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction. Subject to Section 15D below, the costs of the arbitrator shall be borne equally by the parties.

12. Legal Compliance.

A. In performing the Services under this Agreement, Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, as well as all applicable terms and conditions of the Client's charter.

B. Background Checks. To the extent required by law and by Client school's charter, Provider shall require its employee(s) performing the Services to clear a criminal background check through LiveSCAN fingerprinting submitted to the California Department of Justice/ Federal Bureau of Investigation and to provide Client evidence of such screenings immediately upon request. No individual whose screening includes a conviction of any violent or serious felony, sex offense, or controlled substance offense shall be allowed to work at any Client facility. Provider and/or Provider's employee(s) shall be solely responsible for any and all costs associated with such screenings.

13. Independent Contractor.

A. The parties agree that the relationship between Provider and Client created by this Agreement is that of an independent contractor, and not a partnership, joint venture, charter school operator, or employer-employee relationship.

B. All Provider employees providing services to Client shall be and remain employed by Provider and shall at all times be subject to the direction, supervision and control of Provider. All Client employees shall be and remain employed by Client and shall at all times be subject to the direction, supervision and control of Client. Client will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and subcontractors during the entire Term of this Agreement. Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives, and subcontractors during the entire Term of this Agreement. Client shall not have any right to terminate the employment of any Provider employee providing services to the Client. Provider shall not have any right to employ, supervise, dismiss, or otherwise terminate the employment of any Client employee.

C. The parties understand and agree that Provider lacks the authority to bind Client contractually, conduct business on Client's behalf, or incur any obligations on behalf of Client, except as otherwise provided in the Services. Specifically, Provider agrees not to represent any employees of Provider as employees of Client in any capacity, including, but not limited to, when interacting with Client's students, parents of students, vendors, employees, or the District.

D. Provider warrants that Provider is engaged in an independent and bona fide business operation, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services as provided herein to others.

E. Provider shall have full and sole legal control over and responsibility for payment of all compensation and benefits to its employees, as well as the full and sole responsibility for ensuring compliance with any and all applicable state and federal income tax withholding, state and federal unemployment and disability insurance withholding and contributions, and social security tax withholding and contributions. Provider and its employees are not entitled to receive from Client any vacation pay, sick leave, retirement benefits, Social Security, workers'

compensation, disability benefits, unemployment benefits, or any other employee benefit of any kind.

F. Provider shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of Client, with such care as an ordinary prudent person in a like position would use under similar circumstances, and in exchange for reasonable compensation as set forth herein.

G. Provider is not obligated to devote all of its time or business efforts to the affairs of Client. Provider shall devote the time, effort, and skill reasonably necessary for the provision of the Services required under this Agreement.

14. Relationship and Scope of Authority.

A. Under this Agreement, Provider will deliver task-related services that are performed at the direction of the governing board of Client and for which the governing board of Client retains ultimate decision-making authority. The governing board of Client shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing operation of the charter school. The governing board of Client, and not Provider, has fiduciary responsibility for the charter school.

B. Client shall make available to Provider, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for Provider to provide the Services under this Agreement. Client staff, and the governing board of Client as necessary, shall work closely and cooperatively with Provider to facilitate Provider's effective performance and delivery of the Services.

C. Provider acknowledges and understands that Client complies with the Idaho Public Records Act, the Idaho Open Meeting Laws and other governmental transparency laws as applicable to Client. Provider agrees to assist Client in Client's compliance with these laws to the extent such laws intersect with the Services, and Provider shall make all Client records physically or electronically available to Client, upon Client's request, at the Client's physical location or as otherwise requested by Client. Any records of Client maintained by Provider shall be made available to the Client's independent auditor upon request.

15. Miscellaneous Provisions.

A. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if transmitted by email or served personally on the party to whom notice is to be given, or seventy-two (72) hours after mailing by United States mail, certified or registered, postage prepaid, addressed to the party to whom notice is to be given, at such party's address set forth below. A party may change this address by written notice to the other party.

Notice to Provider:
Education Dynamics, Inc.
c/o John Hall Jr.
320 N. Halstead Street, Suite 150
Pasadena, CA 91107

Notice to Client:
Pathways in Education – West Ada
Attn: <insert contact name>
<insert address>

B. Non-Assignment. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

C. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The parties acknowledge that this Agreement is the product of the combined involvement and drafting of both parties hereto and that neither party may be considered or deemed the primary drafter of the Agreement. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement. Each party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

D. Attorneys' Fees and Costs. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable outside attorneys' fees and costs from the other party.

E. Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions or portions thereof shall not be affected thereby.

F. Modifications. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends or modifies this Agreement, and signed by both parties hereto.

G. Force Majeure. Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

H. Waiver. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

I. Entire Agreement. Except as provided herein, this Agreement is the entire agreement between the parties, and all prior negotiations, representations or agreements between the parties are superseded by this Agreement.

J. Governing Law, Jurisdiction & Venue. This Agreement shall be construed in accordance with the laws of the State of Idaho. Subject to Section 11, the jurisdiction and venue of any dispute arising out of this Agreement, including its performance and interpretation, shall be in the State of Idaho.

K. Headings. The headings and subheadings appearing at the commencement of the Sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such heading and the Section at the head of which it appears, the Section and no such heading shall control and govern in the construction of this Agreement.

L. Further Assurances. Each party agrees to execute and deliver such further instruments and to take such other action as any other party may reasonably request in order to discharge and perform their obligations and agreements hereunder.

M. Executed Counterparts. This Agreement may be executed in one or more counterparts, each of which together shall constitute a single agreement. The parties agree that this Agreement may be executed and delivered by electronic signature (such as DocuSign, signNow, or a similar widely accepted electronic signature method) and the signatures appearing on this Agreement are the same as handwritten for the purposes of validity, enforceability, and admissibility. A faxed, .pdf, or other electronic copy of the fully executed Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties hereto have entered into and duly executed this Agreement as of the Effective Date.

PROVIDER:

Education Dynamics, Inc.,
a California corporation

By: _____
Name: _____
Title: _____

CLIENT:

Pathways in Education – West Ada
an Idaho nonprofit corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF WORK

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1.0 Software Development Services

1.1 Core SIS Application Modules (included with this proposal):

- A. Student Information – Allows staff to view and manage personal, demographic, health and consent authorizations for students
- B. History – Allows staff to view a student’s enrollment history at the school, including the ability to transfer and leave (unenroll) students
- C. Registration (enrollment manager) – Allow staff to manage a student’s entire enrollment process from initial registration to a finalized enrollment
- D. Guides with multiple planning guide support – Allows staff to chart a student’s academic course history, support programs, extracurricular activities and overall credit accumulation through the placement of both internal and external courses using an intuitive planning guide interface
- E. Course History/Course Grades – Allows staff to reserve, assign units and enter course grades for students
- F. Calendar – Allows staff to enter work product attendance and physical attendance
- G. Reports – Allows staff to view both core SIS reports and custom reports within StudentTrac

1.2 SIS – Extended Functionality Modules (included with this proposal):

- A. Online Assessments – Allows staff to assign and administer digital tests to students customized to a course unit; allows students to take digital tests and view real-time test results upon completion
- B. Digital Online Registration – Allows students to self-register for enrollment using customized digital forms
- C. External Assessments – Allows staff and students/parents to view standardized test scores provided by third party testing agencies

- D. Student Digital Files storage – Allows staff to upload and store digital versions of student files (i.e. course work samples, scanned transcript records, student authorization forms, misc. legal documents, attendance sheets, student photos)
- E. Classrooms – Allows staff to manage SGI (small group instruction) classes and enrollments, create custom groups of students, and manage Program level enrollments (i.e. field trips, etc.)
- F. Student Forms – Allows students to view and complete digital course contracts and other custom forms required by the school

1.3 SIS – Module Customization (available as a Value-Added Service). Any extended functionality module or feature already available as of the date of this proposal may be customized according to client needs. Generally, the complexity of the customization will drive the cost and delivery timeline of this deliverable.

1.4 Curriculum Management Tools (included with this proposal)

- A. Guide Manager – Allows client to manage custom student guides with custom grade level and credit scales
- B. Course Manager – Allows clients to manage available courses to students and customize unit configurations
- C. Assessment Manager – Allows clients to customize/manage online assessment tests for students to take within StudentTrac

1.5 Auditor Tools

- A. Includes data management reports (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- B. Includes special permissions for auditor roles to edit student data in “locked”/“posted” learning periods (included with this proposal)

1.6 Digital Contract Solutions (included with this proposal)

- A. Signature Management on Master Agreements, Course Contracts, Emergency Cards, Truancy Letters, Transcripts (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)

1.7 Technology Integrations

- A. Google Student Accounts (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- B. Okta Single Sign On (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- C. Renaissance Star (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- D. Other third party systems may be added or removed during the Term. (Integration implementations with new vendors, including changes to existing vendor integrations are available as a Value-Added Service)

Third party vendor integrations may require the purchase of additional services and/or seat licenses from each vendor to maintain data connectivity and access to certain features. Such licenses must be paid for by Client and renewed as needed to ensure uninterrupted operations.

1.8 Mobile-Capable Portal Access (Included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)

- A. Provide limited compatibility for users to access the student, parent, and staff portals from a mobile device browser.
- B. Capability available from a mobile web browser as of the date of this proposal include: Student Registration, family digital file uploads, Enrollment History, Student Forms, Guides, Digital ID badges. Some features accessible from a mobile device browser may be limited due to smaller screen size.

1.9 Technology Solutions (available as a Value-Added Service)

- A. Provide software development engineering support in the evaluation of third party technology providers selected by Client (available as a Value-Added Service)
- B. Work and consult with Client's IT services provider to implement and evaluate new technology software and operational processes that require an interface with StudentTrac and its related data sources (available as a Value-Added Service)

- C. Provide software development solutions related to data collection and data validation to support requests from the Client’s accountability, curriculum and policy management teams (available as a Value-Added Service)

1.10 Project Streamlining/Rapid Response Solutions (available as a Value-Added Service)

- A. Provide Client with dedicated software development resources to fulfill urgent feature requests (available as a Value-Added Service)

1.11 Special Program Support

- A. Specialized feature/data management support English Language (EL) and Special Education (SPED) students (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- B. Student Badges (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- C. College and Career Planning Indicators (CCI) and related custom data collection (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- D. Dual Enrollment course tracking for external courses only (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- E. Workforce (“WIOA”) Solutions (available as a Value-Added Service)

2.0 Client Services

2.1 Core Application Support

- A. 24/7 access to a web-based ticket/incident portal with service level agreement (SLA) (included with this proposal)
- B. Phone and email application support: Monday through Friday 8:00am – 5:00pm Pacific Time (included with this proposal)
- C. Optional night school, summer school, weekend extended support hours (available as a Value-Added Service)

2.2 Account Management Support

- A. Staff account set up, permission/role changes, termination of staff accounts, assistance with account password resets, appointment set up (available as a Value-Added Service)
- B. Integrated client staff account set up/termination workflow support with client's "WorkDay" instance (available as a Value-Added Service)
- C. Periodic account audits against Client's active employee list (available as a Value-Added Service)
- D. Mass staff creation/termination support associated with high volume programs like summer school (available as a Value-Added Service)

2.3 Student Data Management Support – Data corrections or entry performed by the Application Support/Client Services team via the StudentTrac web user interface

- A. Data entry corrections that cannot be performed by auditors or authorized staff users due to built-in feature restrictions (included with this proposal)
- B. Data entry requests performed on behalf of staff users for additional staff efficiency or their convenience (available as a Value-Added Service)

2.4 Curriculum Management Support

- A. Phone, email, technical support and training for Guide Manager, Course Manager, Assessment Manager tools (included with this proposal)
- B. Data-scripted management/cloning of existing StudentTrac guides, courses, assessments; modification of course and guide configuration including graduation requirements and credit levels or grade scales (available as a Value-Added Service)
- C. Assistance with the set-up, data entry and configuration of new guides and courses (available as a Value-Added Service)

2.5 Professional Services

- A. Business management consulting, solution design, and workflow design/optimization (available as a Value-Added Service)

2.6 Training and Specialized Group Support

- A. One-on-one user training as needed via phone or web-collaboration tool (included with this proposal)

- B. Small group regional or train-the-trainer methodology sessions via phone or web- collaboration tool as needed (included with this proposal)
- C. Periodic (monthly, semi-monthly, quarterly) user group feedback meetings (included with this proposal)
- D. Online Support Portal with feature manuals, user how-to guides & short feature videos, FAQs (included with this proposal)
- E. Event-based Training (available as a Value-Added Service)
 - When requested by Client, Provider can provide experienced software training technicians and subject matter experts to support school and management staff for major school activities such as registration/enrollment and new feature rollouts. Provider will work closely with Client’s instructional management staff to provide any additional support, including scheduling on-site visits and training sessions. Be assured knowing that Provider is not just another voice over the phone or webinar, but we are available for in-person support sessions and consultation when the need arises and are scheduled in advance.

3.0 Data Services

3.1 Data Management. Store Student Records in StudentTrac (included with this proposal)

- A. Includes data uploaded through the StudentTrac Digital File module

3.2 Data Management. Data Warehouse to support the exchange of required data with a third party dashboard visualization system/platform (included with this proposal)

3.3 Data Management. Data Cleansing – Data entry/corrections performed through scripting by the technical Data Management team (Data Analysts, DBA, BI Developers/BI Analysts) (available as a Value-Added Service)

3.4 Data Management. Staff Management Solutions (available as a Value-Added Service)

- A. Example: Scripted staff account setup/terminations for large volume staff changes
- B. Additional customization or technical integrations with other third party business/ERP systems (beyond what is currently in place for client’s Workday instance as of the date of this proposal)

3.5 SIS Reports / Data Extracts

- A. Standard SIS Reports (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)
- B. Custom SIS Reports, one-time data extracts, and scheduled report email delivery (available as a Value-Added Service)

3.6 Data Analysis / Business Intelligence / Business Management Support
 (“EDvantageIQ” services)

- A. Secure access to custom dashboard visualizations on a hosted platform for displaying existing School Improvement Metrics, P2 data, ADA, Students Served and other custom dashboards requested by Client. Permission configuration and seat licenses required to view such dashboards are included, with capabilities for Client to apply pre-configured data filters, download data extracts, and change pre-determined display options per dashboard. Capability for Client to edit existing dashboards or build their own dashboards on the hosted dashboard platform are NOT supported.
- B. Dashboard Visualizations and Content: The build out of new dashboards, or changes to existing dashboards, filters, data compilation logic, addition of new data points and other further customizations are available as a Value-Added Service.
- C. General Data Consultation: Metrics gathering recommendations / Data Interpretation and Trending Guidance / Workshops and Training / Data Gathering Coordination and Project Management (available as a Value-Added Service)
- D. Data Package Compilation / Charter Renewal Data Support: Clients may request assistance in compiling data and addressing topics that relate to their renewal process and authorizer relations. (Such consultation and data compilation support is available as a Value-Added Service)
- E. Deep-Dive Program Outcome Analysis: Clients may request expert analysis be performed on their student data, related assessment outcomes and other data sources in order to support the growth and improvement of their student and staff programs. (Such consultation and analysis are available as a Value-Added Service)
- F. Data Source Integrations and Connectivity: Custom dashboard visualizations and client-requested projects that require business intelligence analyses often require the collection, intersection and organization of several disparate data sources to produce cohesive and consistent results. Periodic maintenance which includes connectivity and security checks, data cleansing and data quality reviews are required to preserve the data consistency, and timeliness of data availability requested

by Client. (Data Source Integrations and Connectivity is considered a Value-Added Service)

3.7 Special Program Support (available as a value-added service)

- A. English Language (EL), Special Education (SPED), Accountability-related data imports/data cleansing (included with this proposal; however, any enhancements and further customizations beyond the date of this proposal are available as a Value-Added Service)

3.8 Data Migration/Import

- A. Test Scores: Renaissance Star (available as a Value-Added Service)
- B. Test Scores: Other standardized tests beyond those listed above (available as a Value-Added Service)
- C. Periodic SSID uploads (available as a Value-Added Service)
- D. Data migration, data exchange, and data integration projects associated with third party vendor systems (available as a Value-Added Service)

4.0 Service Level Agreement. The Service Level Agreement is a formal agreement between Client and Provider that specifies service levels and the terms under which a service is provided to the user. The following table outlines the response and resolution times to which provider adheres to depending on the set priority:

<i>Note: Provider's work day hours are 8am-5pm Monday-Friday (non-holidays)</i> Priority	SLA Response Time	SLA Resolution Time
Tickets/Phone Calls/ Emails		
Blocker	15 minutes	4 Hours (non-development related)
Critical	90 minutes	1 Work Day
Major	4 Hours	3 Work Days
Data Requests		
Reports	4 work days	14 work days

EXHIBIT B

FEE SCHEDULE

I. Annual Service Fee

Client shall pay an annual service fee to Provider in the amount of **\$36.00** (“Annual Service Fee”) for each student record that is active within the school year. The Annual Service Fee will be charged only once per student record per fiscal year and is subject to increase by five percent (5%) annually, effective July 1 of each year during the Term.

COST BREAKDOWN		
Item #	Description of Services	Annual Cost
StudentTrac Application +Core / Customized Features	Core SIS Modules: Student Information, Enrollment History, Registration, Guides, Course History/Course Grades, Calendar, Reports, Digital Student File Uploads/Storage, External Assessments, Student Portal, Parent Portal, Mobile Device Capable Support on mobile browsers, including iOS and Android App for Students	\$10.50 / student
Online Assessments, Assessment Management	Extended Functionality Module: Curriculum-based assessments, Assessment administrator tools. Enables students to take course unit tests online with automatic grading, and test result availability in real time.	\$6.50 / student
Digital (Online) Registration	Extended Functionality Module: Student self-service at-home digital registration for school and/or special program enrollments (classes, field trips, etc.) Includes capabilities to accept bulk upload of student registrations, transcript exports and an option for more streamlined registration using secure web links	\$6.50 / student
Multiple Planning Guides, Curriculum Management Tools	Extended Functionality: Custom curriculum, grade scale and grade level credit management, graduation check, guide variance capabilities. Includes capabilities to support dual enrollment transcript entry and automation capabilities for reserving and starting and closing courses.	\$5.50 / student
Business Intelligence (BI): Data Warehouse, Analytics Dashboard	Extended Functionality Module: System/infrastructure/personnel support for a Business Intelligence software solution capable of displaying web-based dashboards. This module provides access to a data visualization dashboard interface capable of	\$2.50 / student

	displaying trends and insights related to: school improvement, ADA, Students Served	
Custom Student Record Management Features	Extended Functionality Modules: Weekly Academic Fulfillment Logs WorkLog	\$1.00 / student
SIS Hosting Fees	Fully Managed SIS Hosting Fees: Supports continued investments in our SIS product, infrastructure and services, allowing us to add new features, increase cloud data center capacity, make our systems more secure and reliable, and other service improvements that benefit our customers.	\$3.50 / student
GRAND TOTAL		\$36.00 per student record

The school year typically begins on July 1 and ends on June 30 of the following year, with slight variances in these dates depending on the client’s instructional calendar. Annual charges will be based on active student records recorded in StudentTrac within the 12-month duration of the school year. There is no minimum or maximum number of active student records required during the school year. A student record is considered “active” when the student does one or more of the following during the applicable school year: (1) enrolls and is assigned an enrollment date, (2) disenrolls, (3) is assigned work by a teacher, or (4) turns in work assigned by a teacher.

ADDITIONAL PLATFORM CAPABILITIES		
Included in the Scope of Work are extended functionality modules and features that have been built into and/or customized within the StudentTrac SIS to the Client’s specification as of the Effective Date.		
These platform capabilities are included as part of the Annual Service Fee (\$36.00 per student record fee) , subject to the limitations noted per line item:		
Item #	Description of Services	Annual Cost
Parent Portal	Extended Functionality Module: <ul style="list-style-type: none"> Allow parents/guardians to log into a dedicated StudentTrac Parent Portal to register their student for enrollment and view their student’s academic progress throughout the school year Limitations: Creation of parent portal accounts must be initiated by and managed by the Client per their identity validation processes. 	Capability included - subject to noted limitations
Guides - Dual Enrollment External Courses	Custom Functionality/Feature: <ul style="list-style-type: none"> Allow school staff to enter external course/transcript data for completed 	Capability included - subject to

	<p>courses into StudentTrac and flag courses that count toward dual enrollment credit for high school and college</p> <ul style="list-style-type: none"> • Limitations: Entry of external transcript data requires that the school enter the number of credits earned as a result of the student’s completion of such course; earned credits must be entered at the time of record creation. Tracking of external courses that are in progress or reserved is a separate feature that requires activation and is subject to additional fees outside of the Agreement. • Limitations: Additional customizations, reports and features related to articulated curriculum tracking are considered Value-Added Services. 	noted limitations
Articulated Curriculum Tracking and Credit Maximization Planner	<p>Custom Functionality/Feature:</p> <ul style="list-style-type: none"> • Allow the tracking of articulated curriculum assigned to a student. • Allow staff to use a specialized horizontal dashboard view to plan a student’s academic path to earn the most credits toward a post-secondary program supported by the school. 	Capability included - subject to noted limitations
Student Forms - Custom Form / Consent Completion Direct Links	<p>Custom Functionality/Feature:</p> <ul style="list-style-type: none"> • Allow the collection of additional consents, signed acknowledgements, and other forms from students and guardians using a digital form format that can be accessed from the student or parent portals • Allow school staff to copy a secure link that they can provide to families when requesting the completion of these digital forms • Limitations: The work required to digitize and display a Client’s customized forms using this feature is considered a Value-Added Service 	Capability included - subject to noted limitations
Worklog	Custom Functionality Module:	Capability included -

	<ul style="list-style-type: none"> Allow staff to view a roster of students by appointment time for the purpose of recording attendance and reviewing students' open courses and unit progress by month Limitations: This module is activated only for the selected campuses listed on this line item. Remaining campus locations may be activated for an additional fee to be negotiated outside of this contract. Client-requested changes and enhancements to this module's functionality is considered a Value-Added Service. 	subject to noted limitations
Weekly Academic Fulfillment Log	<p>Custom Functionality/Feature:</p> <ul style="list-style-type: none"> Allow students to self-report amount of time they spent performing school work per date by submitting a digital form completed in StudentTrac Allow a parent/guardian's approval of work reported as a condition of submission Limitations: Client-requested changes and enhancements to this module's functionality is considered a Value-Added Service. 	Capability included - subject to noted limitations
Google Student Accounts	<p>Third Party Integration - Purpose: Allow an active student's StudentTrac identity to be synchronized with the student's managed "G-suite" Google school account so a student may log into StudentTrac using the same password as their school account.</p> <p>Limitations: Work required to maintain a custom integration including security reviews, API compatibility, data exchange format/template changes initiated by vendor, and data exchange scheduling are considered Value-Added Services.</p>	Capability included - subject to noted limitations
Renaissance Star ("StarRen") Score History & Analysis	<p>Third Party Integration - Purpose: Allow the import and display of test scores per student within StudentTrac through a file exchange with the Renaissance Star vendor; ensure imported score data is available for use on</p>	Capability included - subject to noted limitations

	<p>business intelligence dashboards and other SIS reports</p> <p>Limitations: Work required to maintain a custom integration including security reviews, API compatibility, data exchange format/template changes initiated by vendor, and data exchange scheduling are considered Value-Added Services.</p>	
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The Annual Service Fee includes the following system capabilities in StudentTrac listed below. “Capabilities” shall refer to the ability of the StudentTrac SIS platform to support the described function. If EDI provides additional maintenance, configuration, and software development services to support the Client’s custom use of these Capabilities, such services will be provided as a “Value-Added Service,” which shall be an additional cost separate from the Annual Service Fee.

Feature / Capability Description	Capability Included?
<p>School Instructional and Enrollment Calendar:</p> <ul style="list-style-type: none"> • Allow year-round student enrollments through the configuration of a multi-track and year-round calendar • Allow locking/“posting” of each instructional calendar month using a custom data lock schedule approved by the schools Accountability staff to prevent unauthorized staff updates to historical data • Allow the designation of specific calendar dates as ADA-eligible or “Supplemental” 	✓
<p>Customized Data Access Permissions and User Roles:</p> <ul style="list-style-type: none"> • Allow the creation of different SIS user types/roles beyond the SIS standard roles of Administrator, Teacher, Student, Guardian • Allow custom permissions to be assigned to each role in order to limit read and write access to student records, view reports, edit historical enrollment data, and control the availability certain application features 	✓
<p>Attendance: Support the tracking of three types of attendance per student:</p> <ul style="list-style-type: none"> • ADA/Work Product • Physical Attendance • Participatory / Non-Participatory Attendance • Classroom attendance 	✓
<p>Guide Manager and Coursework Planner:</p> <ul style="list-style-type: none"> • Allow school staff to map a student’s coursework over multiple grade levels (K-12) and semester terms using an interactive planning guide that supports the drag and drop of courses into guide cells 	✓

<ul style="list-style-type: none"> • Allow school staff to create multiple planning guides with customizable credit threshold requirements, required subjects, and supported grade levels 	
<p>Course Manager:</p> <ul style="list-style-type: none"> • Allow school staff to create a custom course catalog with variable course properties (like work product value, course codes, course descriptions, course type, course difficulty, grade scales) 	✓
<p>Course and Work Assignment</p> <ul style="list-style-type: none"> • Allow configurable limits to the number of units a student may complete per month • Allow school staff with appropriate permissions to: <ul style="list-style-type: none"> ○ reserve courses, start full courses or individual course units for students ○ enter unit grades as a numeric score or letter grade ○ designate units as “withdrawal” or “forced” units ○ allow specific students to participate in “Accelerated Progress” unit completion • Allow course start/end dates and unit assignments and completion dates to be tied to a month-based custom school instructional schedule that can prevent users from making changes to previously entered data • Allow special permissions for the school’s Accountability and Audit staff to correct data in previous months and enrollment periods. 	✓
<p>Track Credit Accumulation per student</p> <ul style="list-style-type: none"> • Support the printing of official and unofficial versions of student transcripts that can be exported for external school transfers and post-secondary eligibility • Support more granular options to include/exclude external courses from appearing on student transcripts • Support the entry of external transcript data for: <ul style="list-style-type: none"> ○ Course work credits and grades earned in grades K-12 ○ Course work credits and grades that may qualify for dual enrollment credit (post-secondary credit) 	✓
<p>Classrooms / Small Group Instruction:</p> <ul style="list-style-type: none"> • Allow school staff to create custom Small Group Instruction (“SGI”) Classrooms with ability to track separate classroom grades and classroom attendance 	✓
<p>Allow school staff to track Social Emotional, Community Service and Extracurricular Activities per student</p>	✓
<p>Support custom Graduation Requirement configurations and “Support Programs” activities available per student</p>	✓

<p>Student Notes:</p> <ul style="list-style-type: none"> • Support the collection of time-stamped notes that can be entered by school staff into a student’s internal school record, support program activities, and course units • Allow logging of student notes and other instructional support tags to record events and actions that may help determine a student’s participatory and non-participatory status during their enrollment 	✓
<p>Student Health:</p> <ul style="list-style-type: none"> • Support the manual entry of student immunization records, vision and hearing test results by school staff • Support the customization of data fields collected and printing of data using school’s custom emergency card and immunization card stock templates 	✓
<p>Student Demographics:</p> <ul style="list-style-type: none"> • Support the collection of customized student information and demographic data 	✓
<p>Student Files: Support the upload and storage of digital files into a student’s record. Allow the uploaded files to be organized into folders to house items like:</p> <ul style="list-style-type: none"> • Student Photos • Sample Course Work • External Transcripts • Immunization records • Truancy, Referrals, Withdrawal documents, more... 	✓
<p>Special Education:</p> <ul style="list-style-type: none"> • Provide a method for school staff to enter case notes, IEP and 504 program dates • Provide a method for specific Special Education Specialist (SES) support staff to be assigned to students with an IEP program 	✓
<p>Online Student Assessment Testing System / Assessment Manager</p> <ul style="list-style-type: none"> • Allow school staff to create custom assessments per course unit using a multiple choice, matching, and true/false question and answer format • Allow school staff to assign online tests and surveys that students can take online using the Student Portal • Support use of an optional testing proctor code prior to a student taking a test • Display assessment test results (pass/fail/score earned) for each unit and automatically schedule a retake of a test if a student fails. 	✓
<p>External Assessments</p> <ul style="list-style-type: none"> • Support the display of custom test types and allow staff to manually enter/log test scores for standardized tests • Support the on-demand import of test results from templated files provided by the school’s test administration staff 	✓
<p>Reports</p>	✓

<ul style="list-style-type: none"> • Support a reporting interface where staff can pull SIS reports on-demand; provide report filters that they can use to limit data shown based on teacher name, enrollment type, student status, enrollment period, date ranges • Allow filters and query parameters to differ depending on the type of reporting being requested • Allow support or organizing report types into custom groups like School Reports, Accountability Reports, Teacher Reports, Student Reports, District Reports • Support role-based permissions on reports to restrict who is allowed to view certain reports. 	
<p>Business Intelligence Data Availability: Provide a data exchange and synchronization process that can support data aggregation and visualization features on third party Business Intelligence Dashboard platform</p>	✓
<p>Digital Registration: Allow families to register for enrollment online using digital forms:</p> <ul style="list-style-type: none"> • Support customizable forms and registration requirements • Support displaying student and parent-facing form content in multiple languages beyond U.S. English • Support completion of forms using a mobile-device (phone or tablet) 	✓
<p>Support Flexible Enrollment Periods</p> <ul style="list-style-type: none"> • Support short and regular term enrollment types with varying enrollment start and end dates • Support a method for disabling registrations when the maximum enrollment capacity is met, or when allowed registration dates have passed 	✓
<p>Multiple Student Record Updates: Support Mass Transfer / Mass Enrollments / Mass Leaves that allow multiple student enrollment changes to be batched and queued for execution</p>	✓
<p>Custom Groups and Field Trip Programs</p> <ul style="list-style-type: none"> • Allow school staff to create custom groupings of students for more flexible rostering needs using the Classroom Groups feature • Allow students to enroll in Field Trip programs administered using the Classroom Programs feature 	✓
<p>Student Forms</p> <ul style="list-style-type: none"> • Support the use custom digital forms that can be completed by students and guardians through an online portal 	✓
<p>Student and Parent Portals</p> <ul style="list-style-type: none"> • Provide a dedicated online web portal that students and guardians can log into to access certain features • Support the use of Student and Parent Portals on mobile devices and tablets through a device’s native web browser (like Google Chrome, Safari) 	✓

<p>Security / Password Resets:</p> <ul style="list-style-type: none"> • Support custom security verification questions for students and guardians • Support a method for students and guardians to securely request a reset their passwords • Allow school staff to reset student and guardian portal passwords on-demand 	✓
<p>Hosted Cloud/Software-as-a-Service (SaaS) Platform</p> <ul style="list-style-type: none"> • Provide the StudentTrac SIS as a cloud-hosted solution that does not require the on-premise physical set up and management of dedicated SIS servers/hardware 	✓
<p>Technical Support: Live help desk technicians available to provide application support via phone and email during non-holiday business hours (Monday-Friday 8am-5pm pacific time), and 24x7 access to a web-based ticket portal is also available.</p>	✓

II. Additional Services (“Value-Added Services”)

The above-listed features and services are those which are included in StudentTrac as of the Effective Date and included in the Annual Service Fee. Any Client requests for customization beyond such current included functionality in StudentTrac will be billed as an additional cost to the Client and be considered a “Value-Added Service.” Some custom modules require periodic maintenance throughout the year. Any Value-Added Service that the Client may request (such as data entry, custom programming, custom forms, custom interface creation, custom report generation, enhancements to the Client’s instance of StudentTrac, or any special project not previously included in the Client’s contracted service package), including the maintenance of new or existing customized features and modules will be billed to the Client separately using the following rate schedule, subject to a 5% annual increase in accordance with Paragraph 3(B) of the Agreement.

A Value-Added Service may be fulfilled as a series of tasks by one or more persons who may perform one or more of the functions described below. Multiple types of service functions and/or service function tasks may be required in order to complete a project, depending on the complexity of the requested service or feature.

Value-Added Service Functions	Per Hour Charge
<p>Management Consultation / Strategic Technical & Business Solution</p> <ul style="list-style-type: none"> • EDI’s senior leadership roles are available for strategic business analysis and consultation to help align our client’s business operations, financial goals, and regulatory requirements with their technical infrastructure and software systems. Our senior leadership is uniquely versed in the specific needs of the educational industry and how trends in the education technology influence and challenge the status quo of school operations. EDI is well-positioned to recommend and provide 	\$275.00 per hour

guidance on how technology and data can be leveraged to drive our client’s business goals.	
<p>Solution Design / Architecture</p> <ul style="list-style-type: none"> • Software & Data Architects / Lead Software Developers are the driving force of innovation for the StudentTrac. In collaboration with the Client Services and Product Analysis team, solutions are designed holistically – ensuring both business and technical requirements yield the best solutions for the client • Solution Design scope can also include database architecture and infrastructure evaluation to ensure a solution can be maintained and scale according to client needs and best technology practices. • User Experience Designers ensure new features and changes are visually intuitive, incorporate best usage practices, and drive users toward future trends in user experience. 	\$250.00 per hour
<p>Software Implementation</p> <ul style="list-style-type: none"> • Software Developers / Programmers design, develop, and implement new ideas and products for software applications and solutions. Developers write programming code to bring new features to life – allowing them to be used in a functional and practical manner by an end user. • QA engineers ensure the quality of the software solutions by providing a variety of testing case scenarios, acceptance, automated, unit, functional, integration, load, white box, black box, sanity, and regression testing. 	\$250.00 per hour
<p>Custom Data Integration / Data Management Solutions</p> <ul style="list-style-type: none"> • Business Intelligence Developers and Data Developers are involved in designing and executing major data migration projects and importing/exporting client data to/from third party systems requested by clients. These roles ensure data is captured and moved securely and accurately between third party data sources and EDI’s operational database landscape, data warehouses, and business intelligence (BI) data sources using specialized technical coding/programming/scripting skill sets commonly used in the data services industry. 	\$200.00 per hour
<p>Data Analysis / Business Intelligence Dashboards</p> <ul style="list-style-type: none"> • Data Analysts provide data related technical support for business analysis by mining, extracting and utilizing appropriate data from the data warehouse and various internal source systems through repositories and data marts/cubes. Analysts are also responsible for building custom reports and business intelligence dashboards as needed by the client that extend beyond the standard reports already available in StudentTrac. 	\$200.00 per hour
<p>Custom Product Configuration / Requirements Analysis / Workflow Integration / Project Management</p> <ul style="list-style-type: none"> • Client Services Managers/Leads, Implementation Specialists, Product Analysts and Product Managers are individuals who work in collaboration to analyze, validate, specify, verify, and manage the real needs of feature stakeholders, including customers and end users. 	\$175.00 per hour

<ul style="list-style-type: none"> • Project Managers ensure medium to large-scale initiatives are planned and executed to meet scope, schedule, resource, and budget constraints. This role works closely with multiple stakeholders and implementation resources across different departments, brokering communications, tracking overall project progress, and helping to remove impediments to ensure successful project completion. • Services provided by these roles include larger initiatives/solutions that require working with the Solution Design team; and medium to smaller initiatives that involve varying degrees of SIS configuration changes and building custom forms to accommodate new workflows, requirements, or to enable/disable features requested by the client. • Together, these roles work in concert and collaborate directly with clients to ensure the feature/initiative fulfills the original client request (user acceptance testing), and recommend changes or adjustments to features as needed to ensure the best possible feature experience while meeting client expectations for budget and time constraints. 	
<p>Special Projects / Assisted Data Entry Client Support Charges</p> <ul style="list-style-type: none"> • Data entry support or record modifications requested by the client • Data corrections or other types of application support (including any communication between client and EDI for the purpose of fixing errors created by the client or helping the client to operate or perform data entry in StudentTrac) 	<p>\$175.00 per hour</p>

Examples of some of the Value-Added Services which will be billed separately to Client in addition to the Annual Service Fee:

Examples of Value-Added Services / Features	Billed Cost
<p>Custom Reports & Dashboards (new reports/dashboards or changes to existing reports/dashboards)</p> <ul style="list-style-type: none"> • Scheduled email report maintenance and distribution list changes • Formatting and content changes to progress reports, transcripts, emergency cards, immunization cards, school letter and label templates and various audit/accountability, district, data management and curriculum reports • New development, changes, and maintenance of custom data visualization dashboards • Query Builder v1.0 – additions of new data points for filtering; showing/hiding of data points 	<p>Hourly or a Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>New school year configurations, campus/site location configurations and enrollment support</p> <ul style="list-style-type: none"> • Customization of registration forms, school calendars, teacher appointment management, classroom management, registration messaging • Enrollment period configurations/Enrollment correction swaps • School year rollover configurations and processes 	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>

<ul style="list-style-type: none"> Grade freeze management Campus-related configuration changes (name, address, phone, default preferences, group role permissions) 	
<p>Periodic Import State Testing Scores/standardized test scores provided by the Client’s support staff and/or third party testing agencies (new tests or maintenance of existing test formats)</p>	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Third Party Software Integrations and Integrated Workflow solutions (i.e. single sign on solutions, third party CRMs, LMS, communication, collaboration software, etc.)</p> <ul style="list-style-type: none"> StudentTrac is designed to be the centralized data store and source of truth for all-around student information and academic history. Clients have flexibility to choose which kinds of student data to store and consolidate within StudentTrac. In cases where clients have student data held in third party systems and prefer to have it imported or synced with StudentTrac to centralize their data, EDI is available to assist clients with this initiative and work with third parties to ensure smooth and secure integration. third party software integrations and related workflow consultations are considered Custom Software Development and/or Custom Data Support/Integration and require Solution Design Value-Added Services. 	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Workday Staff Account Audits for the purposes of limiting staff access to StudentTrac based on active staff listed in the client’s Workday instance.</p>	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Custom Data Needs (data migration and ad-hoc or scheduled imports and exports of student data, retrieving student transcripts from archived systems, tracking new data points or student demographics or identity management, including the tracking of a student’s career and post-secondary plans)</p>	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Custom grade level calculation and management features (changes)</p> <ul style="list-style-type: none"> Includes Grade Level freeze management and customized grade level audit reports and social promotion configurations Adding/modifying grade level bands and credit scales 	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Graduation Date Estimator tool and report (changes)</p>	<p>Hourly or Pre-Negotiated Fixed Price (for the initial implementation)</p>
<p>Student Digital File Management (archiving of files/file location changes/folder permission management, folder nesting changes)</p>	<p>Hourly or Pre-Negotiated Fixed Price (for the</p>

	initial implementation)
Student or Parent Portal Log In Notifications (changes or additions)	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Pre-scheduled Custom Student Surveys (maintenance or changes) <ul style="list-style-type: none"> Includes creation and assignment of Workforce surveys, miscellaneous marketing surveys, LCAP surveys, health surveys 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Duplicate Student Account Management Solutions <ul style="list-style-type: none"> Includes identification and merging of duplicate student records by Provider’s support technicians 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Customized Digital Forms for: Registration/Enrollment, Student Information, Student Forms, Course Contracts, External Assessments, Student Surveys, Student/Parent Acknowledgements, Consents, Miscellaneous form addendums (maintenance or changes)	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Social Promotion and Custom Grade Level promotions and restrictions (maintenance or changes)	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Programs: Field Trip – Student Self-Registration (maintenance/changes/adding new programs)	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Custom Signature Management related to: <ul style="list-style-type: none"> Digital registration forms Master Agreements and related addendums Course Contracts RWAs Emergency Cards Truancy Letters Transcripts Annual Household Income Miscellaneous Consent Forms required during the school year 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
Mass Student Account/Registration imports for high-volume programs (maintenance or changes) <ul style="list-style-type: none"> Includes file-driven attendance and course management for related programs 	Hourly or Pre-Negotiated Fixed Price (for the

	initial implementation)
<p>Accountability, Audit and Compliance Support (maintenance or changes)</p> <ul style="list-style-type: none"> • Support a customized monthly posting schedule • Consultation and automation solutions; evaluation of potential solutions for supporting new state recommendations • Annual household income data collection/FRMP status management • English Language Development/IEP/504 program support • Archived data corrections authorized by authorized school staff • Changes to Enroll Codes, Leave Codes, Graduation Checks • Changes to Excused Absences / Parental Leave reasons • Implementation of custom features that aid in the collection of data about students and their families 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>Interface Changes to: Support Programs, Extra-curricular Activities, Test Settings, External Courses</p> <ul style="list-style-type: none"> • Additions/changes to data collected, show/hiding of columns, adjustments to sorting/filtering capabilities 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>College Career Indicators (CCI)/Dual Enrollment Solutions (maintenance or changes)</p> <ul style="list-style-type: none"> • Addition/modification of data points collected for tracking dual enrollment courses, articulated curriculum, college plans and career paths • Tracking of dual enrollment courses that have not yet been completed by a student (available as a value added service) • Note: Staff may enter completed dual enrollment courses with earned credits into the external courses as part of the External Courses module, but if staff requires tracking of planned (reserved) or in progress dual enrollment courses within the guide, this is a separate feature that must be enabled outside of quoted rates. 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>WorkLog Tool (changes)</p> <ul style="list-style-type: none"> • Feature customization or enhancements specific to the client’s school operations 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>English Language Development (ELD) /Career Technical Education (CTE) Solutions</p> <ul style="list-style-type: none"> • Feature customization or enhancements to ELD and CTE certification classifications • Maintenance - changes to ELD and CTE instructor lists or related course qualifiers 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>Workforce/WIOA Solutions</p> <ul style="list-style-type: none"> • Feature customizations for Workforce/WIOA program support 	Hourly or Pre-Negotiated Fixed

<ul style="list-style-type: none"> • New features and customizations to aid in the collection of data related to Workforce/WIOA programs • Creation of weekly WIOA surveys and automation related to the assignment of surveys to enrolled students 	Price (for the initial implementation)
<p>Other Special Projects /Features</p> <ul style="list-style-type: none"> • Feature changes that customize the functionality of any of the core or extended functionality modules, existing reports and dashboards not currently in service as of the contract service date. • New functionality requested by the client that was not previously included as of the contract service date. 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>Data Archiving / Data Migration / Service Termination</p> <ul style="list-style-type: none"> • Data migration projects that involve transition of Client-owned data from the StudentTrac SIS platform and related SIS services managed by EDI to 3rd party vendors and their data systems • SIS service termination processes, including (but not limited to) project estimation/scoping, project management, data transfer, and decommissioning of related services • Archiving of data requested by Client 	Hourly or Pre-Negotiated Fixed Price (for the initial implementation)
<p>Grad Pacer Dashboard (maintenance or changes) Extended Functionality Module:</p> <ul style="list-style-type: none"> • Allow student advisors to view a roster of students and their progress toward completing credits as measured against a pre-configured monthly pacing threshold 	Available for optional purchase outside of quoted rates
<p>GPA Calculator Extended Functionality Module:</p> <ul style="list-style-type: none"> • Allow student advisors to calculate GPA eligibility for active high school students using a custom tool that aggregates internal and external credits and grades entered within StudentTrac 	Available for optional purchase outside of quoted rates
<p>Graduation Date Estimator tool and report Extended Functionality Module:</p> <ul style="list-style-type: none"> • Allow teaching staff and student advisors to generate a report that projects a student's graduation date based on different credit completion paces 	Available for optional purchase outside of quoted rates
<p>Student Management Self-Service Features: Extended Functionality Modules:</p> <ul style="list-style-type: none"> • Allow merging of duplicate students • Import Data Files for updating state-issued student IDs 	Available for optional purchase outside of quoted rates
<p>Test Settings & Accommodations Extended Functionality Module:</p>	Available for optional purchase outside of quoted rates

<ul style="list-style-type: none"> • Allow support staff to store a history of testing modifications and accommodations required for students while being administered a standardized test 	
<p>SafeTrac - Visitor and Contact Tracing Solutions with optional attendance tracking automation feature Extended Functionality Module:</p> <ul style="list-style-type: none"> • Centralized digital log for monitoring and recording campus visits • Center-level student, staff and visitor contact tracing reports • Optional pre-visit surveys for students and staff • Digital student and staff IDs, and optional staff self-check-in features available from mobile-devices • Optional integration with StudentTrac appointment attendance • Optional integration with on-site RFID hardware for use with RFID-enabled staff and student badges 	<p>Available for optional purchase outside of quoted rates</p>
<p>Device Inventory Tracking and Student Locker Extended Functionality Modules:</p> <ul style="list-style-type: none"> • Supports tracking of IT equipment distributed to students and staff • Automatically import new equipment shipped by school’s IT services provider for distribution to school students and staff (i.e. Chromebooks, hotspots, laptops, etc) • Support the tracking of new IT device types and non-IT items the school wishes to distribute to students and staff (i.e. books, manuals, handbooks, E-sports equipment, etc) • Option to manage a specific student’s list of assigned items and facilitate the check in/out of device using barcode scanners (i.e. “library” mode) 	<p>Available for optional purchase outside of quoted rates</p>
<p>Task Management Extended Functionality Module:</p> <ul style="list-style-type: none"> • Assign tasks to students and/or staff such as assignment reminders for students, or student progress reviews for support staff. 	<p>Available for optional purchase outside of quoted rates</p>
<p>Communication / Secure Messaging Extended Functionality Module:</p> <ul style="list-style-type: none"> • Allows staff and students to send secure messages using StudentTrac 	<p>Available for optional purchase outside of quoted rates</p>
<p>Query Builder v2.0 Extended Functionality Module:</p> <ul style="list-style-type: none"> • Web-based filtering tool that allows staff to identify one or more students matching selected criteria such as: demographics, cohort, enrollment types, etc. 	<p>Available for optional purchase outside of quoted rates</p>

<p>Watch List Dashboards Extended Functionality Module:</p> <ul style="list-style-type: none"> • Set customized criteria to group student cohorts for student progress monitoring or intervention • Quickly access student rosters based on program or demographics (EL, IEP, 504, FRMP, homeless, foster, etc) 	<p>Available for optional purchase outside of quoted rates</p>
<p>Workflow and Compliance Tools Extended Functionality Module:</p> <ul style="list-style-type: none"> • Easily identify students that may need to be reviewed against a program’s compliance requirements • Easily identify/”flag” students when they have satisfied certain criteria during their enrollment process 	<p>Available for optional purchase outside of quoted rates</p>