

Contracts - Private Service Providers (PSP)/Consultants/Other

EXECUTIVE SUMMARY

Submitted for Board Information

Dates of Service	Vendor	Amount
20/21 yr.	Explore Learning--Gizmos Science renewal	\$9,262.50
20/21 yr.	Edmentum--Program License renewals	\$18,335.65
21/22 yr.	Istation--Reading subscription renewal	\$47,185.00
20/21 yr.	(6 elementary schools) Istation--Math subscription	\$1,100.00
	(Virtual School House)	
20/21 yr.	City of Twin Falls--SRO officers	\$284,041.59
20/21 yr.	South Central Public Health-- Nurse services	\$7,000.00
20/21 yr.	Vector Solutions--Safe Schools training--3 months	\$2,535.00
20/21 yr.	Vector Solutions--Safe Schools training--12 months	\$10,140.00

NOTE: Per Board Policy 5725: *"The District encourages the use of private service providers and professional consultants as resource individuals when such consultative services will be helpful in the improvement of the educational program of the District. The District, through the Superintendent as its designee, may enter into contracts with private service providers and/or consultants to provide necessary services to students." In no event shall such agreement exceed twelve (12) calendar months."*



ExploreLearning
110 Avon Street, Suite 300
Charlottesville, VA 22902

Renewal Notice

For your ExploreLearning subscription
EL Order #:
00096600

Ship To:

Kristi Stone
Twin Falls School District 411
201 Main Ave W
Twin Falls, ID 83301
USA

Your subscription to the items below
will expire on: **7/31/2020**

Choose your renewal term below – multi-year discounts are available!

Item #/ Description	Renewal Price
EXSCIDEPT School Gizmos Science Department License	\$ 9,262.50
Total Renewal Price with Applicable Tax	\$ 9,262.50

Multi-Year Discounts		Savings of
3 YEARS = 15% OFF	\$23,619.38	\$4,168.13
2 YEARS = 10% OFF	\$16,672.50	\$1,852.50

EL Order #: 00096600

Renewal # of Years: (1, 2, or 3 YEAR) _____

Total Renewal Price: _____ Tax Exempt (Y/N): _____

If the above price reflects sales tax and your organization should be tax-exempt, please send a current sales tax exemption certificate (including signature and date) via e-mail: sales@explorellearning.com or fax: 877-829-3039. Otherwise, **please remit total including applicable sales tax.**

Choose Method of Payment:

- _____ P.O. – Signed P.O. must be included/attached.
_____ Check – Payable to ExploreLearning
_____ Visa, MasterCard, Discover or American Express

Card Number: _____

Expiration Date: _____

CVV: _____

Name on Card: _____

Phone: (____) _____

Please send Purchase Orders via email: sales@explorellearning.com or fax: 877-829-3039

PLEASE NOTE: Our remittance address for checks HAS CHANGED:

ExploreLearning
PO Box 844615
Boston, MA 02284-4615

Please confirm your Primary Account Contact Name and Email: _____

Please confirm your PD Contact Name and Email: _____

Questions – call us: 866.882.4141 – Option 2

April 2020



Date: 7/2/2020
Order Number: Q-211301
Revision: 5
Order Form Expiration Date: 6/2/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 229804
Customer Name: Twin Falls School District 411
Billing Address: 201 Main Ave W
Twin Falls, ID 83301-6197

Products and Services

Products	Qty	License Start Date	License End Date	License Term (Months)	Extended Price
Courseware: Health and PE Library - Program License	40	6/3/2020	7/15/2021	13	\$246.00
Courseware: Core Library - Program License	180	6/3/2020	7/15/2021	13	\$15,508.80
Onsite Training Day	1	7/16/2020	7/15/2021	12	\$1,750.00
Courseware: Electives Library - Program License	15	6/3/2020	7/15/2021	13	\$830.85

Subtotal:	\$18,335.65
Estimated Tax:	\$0.00
Total US Funds:	\$18,335.65

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to teacherneeded@edmentum.com and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees your required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com



edmentum™





Date: 7/2/2020
Order Number: Q-211301
Revision: 5
Order Form Expiration Date: 6/2/2020

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature:

Name (Printed or Typed):

Title:

Date:

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To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Elementary Pathways	\$3,000.00
EdOptions Academy Elementary Semester	\$1,600.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses, Calvert Instructional Support = 14 days, College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

Roles and Responsibilities:

Our Responsibilities

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course (valid for Calvert Digital only if Instructional Support option for Calvert is utilized per Appendix A).
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.

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- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.

Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.





Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Istation

Quote Q-14511-2

Prepared For:

Twin Falls School District
201 Main Ave W
Twin Falls, ID
83301-6103

Your Istation Partner:

Brian Duggan
Account Executive
bduggan@istation.com
+1 2532630067



BBB Rating: A+



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14511-2
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
1	Istation Reading	7/1/2021	12	6/30/2022	Bickel Elementary School	\$4,640.00
1	Istation Reading	7/1/2021	12	6/30/2022	Harrison Elementary School	\$7,955.00
1	Istation Reading	7/1/2021	12	6/30/2022	Morningside Elementary School	\$7,955.00
1	Istation Reading	7/1/2021	12	6/30/2022	Sawtooth Elementary School	\$7,955.00
1	Istation Reading	7/1/2021	12	6/30/2022	Rock Creek Elementary	\$9,340.00
1	Istation Reading	7/1/2021	12	6/30/2022	Pillar Falls Elementary	\$9,340.00
TOTAL:						\$47,185.00

TAX (if applicable):
CUSTOMER TOTAL: \$47,185.00



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14511-2
Prepared For: Twin Falls School District
Expires On: 6/30/2021

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Additional Options (to be paid in full):

Choose 1, 2, or 3 year Subscription						
		<u>1 YEAR SUBSCRIPTION</u>		<u>2 YEAR SUBSCRIPTION</u>		<u>3 YEAR SUBSCRIPTION</u>
Additional Discount Amount:		Quoted Price		(\$4,718.50)		(\$14,155.50)
% Discount:		Quoted Price		5%		10%
Your Total Cost:		\$47,185.00		\$89,651.50		\$127,399.50

Subscription Start Date: 7/1/2021 Subscription Term: 12 Subscription End Date: 6/30/2022

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Twin Falls School District

Signature: Teresa Jones
Printed Name: Teresa Jones
Title: Director of Elementary Programs
Dated: 7/1/2020
PO # (if available): _____

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

Name: Teresa Jones
Email: joneste@tfstd.org
Phone: 208-732-7536

Accounts Payable / Billing Contact

Name: Sheila Rinehart
Email: rinehartsh@tfstd.org
Phone: 208-732-7515

District Technology Contact

Name: Jim Ohlensehlen
Email: ohlensehlenji@tfstd.org
Phone: 208-732-7530

District Data Contact

Name: Jim Ohlensehlen
Email: ohlensehlenji@tfstd.org
Phone: 208-732-7530



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-14511-2
Prepared For: Twin Falls School District
Expires On: 6/30/2021

TERMS OF USE:

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "**Scoring and Reporting Resources**"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
 1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
 2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
 1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

design, "look and feel", text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the "**Resource Materials**"), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation's licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation's licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.

2. **Your Data.** As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, "**Your Data**" means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the "**Processed Data**").
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
6. **Restrictions.**
 1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
 2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
 3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation's detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
 4. You may not use any of the trademarks of Istation, or Istation's licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
 5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
 6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
 7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
 8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
 9. Any deviations from any of these Terms require prior written consent from Istation.
7. **Conduct.**
 1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation's infrastructure; (iv) use any automated means to download data from any of the Resources' databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
 2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the "**Submissions**"), You are granting Istation, Istation's affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and COPPA's rules and regulations.

8. **Security.**

1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
2. **NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM.** You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.

1. **No Control over Submissions.**

1. Istation has no obligation to monitor the Submissions, Your use of the Resources, or any other aspect of the Web Site. However, Istation reserves the right to review the Submissions and any other materials posted to the Web Site and to edit, refuse to post, and remove any Submission or such other materials in Istation's sole discretion (regardless of the reason). Additionally, Istation has the right to implement, in Istation's sole discretion, bad word filters or other filters designed to disable offensive or inappropriate language in connection with use of the Resources (but in no event is Istation required to implement any such filters). Istation assumes no liability relating to Istation's monitoring, editing, or removal acts or omissions. Istation does not guarantee the accuracy, integrity, or quality of any Submissions or other user content or that the Web Site will be entirely free of Illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another's privacy, libelous, or otherwise objectionable or inappropriate material or that users of the Web Site will not encounter inappropriate or illegal conduct from others.
 2. **ISTATION HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF ISTATION, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.**
 3. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
2. **Indemnification.** To the extent allowed by law, You shall indemnify, defend, and hold harmless Istation, Istation's affiliates, and Istation's and Istation's affiliates' respective shareholders, members, partners, directors, managers, officers, employees, contractors, agents, information providers, suppliers, and attorneys (collectively the "Affiliated Group") from any and all liabilities, losses, claims, and expenses, including, but not limited to, all legal fees and costs (including, but not limited to, reasonable attorney fees), resulting from, arising from, or relating to (i) Your failure to comply with these Terms, (ii) Your access to, or use of, the Resources and the Resource Materials (including, but not limited to, compliance with applicable laws in connection with such access or use), (iii) output generated by Your access to, or use of, the Resources and the Resource Materials, (iv) the Submissions, including, but not limited to, writings prepared by students, and Your failure to have all rights and authority necessary (including, but not limited to, third-party consents) to submit the Submissions to Istation, (v) Your failure to comply with COPPA or COPPA's rules and regulations (including, but not limited to, Your failure to obtain parental consent of Submissions of personal information of a child under 13 years of age), or (vi) the unauthorized use, handling, or release of data relating to Your access to, or use of, the Resources or the Resource Materials. Istation has no duty to reimburse, defend, indemnify, or hold harmless You resulting from, arising out of, or relating to these Terms, the Resources, or the Resource Materials.
3. **Confidentiality.** Each party hereto shall hold in trust for the other party hereto and shall not disclose to any non-party to these Terms, any Confidential Information of the other party. Confidential Information is information which relates to the party's research, development, trade secrets, business affairs, customer lists, any and all pricing terms of or relating to the Purchased Resources, or anything that could reasonably be considered confidential, provided that, Confidential Information shall not include information that: (a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of these Terms by the recipient or any of its representatives; (b) at the time of disclosure is, or thereafter becomes, available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the recipient by a contractual obligation to the disclosing party; (c) was known by or in the possession of the recipient or its representatives, as established by documentary evidence, before being disclosed by or on behalf of the disclosing party under these Terms; or (d) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.
4. **Termination.** Istation reserves the right to modify, suspend, or discontinue all or any portion of the Resources at any time, without notice,
1. if Istation finds that You (including, but not limited to, Your Company or any Authorized User)
 - (a) have violated these Terms or accessed or used the Resources or Resource Materials beyond the scope of the rights granted for a purpose not authorized under these Terms or any manner that does not comply with any instruction or requirement of the Resources
 - (b) have been, or are likely to be involved in any fraudulent, misleading, or unlawful activities;
 2. Istation receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Istation to do so; or
 3. Upon termination, You (including, but not limited to, Your Company and the Authorized Users) shall be prohibited from accessing or using the Resources or the Resource Materials. Immediately upon any termination of these Terms for any reason, the license granted to You under these Terms and all rights with respect to such license revert in their entirety to Istation. Termination or expiration of these Terms will have no effect on Istation's rights or obligations under the following Sections of these Terms: Sections 4, 6, 7, 8(b), 9, 10, 11, 14, and 15-18.
5. **No Endorsement of Third-Party Sites.**
1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "Third-Party Sites"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information,

data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.

2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.

6. **Disclaimer.**

1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.
4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.

7. **Limitation of Liability and Damages.**

1. THE AFFILIATED GROUP SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHER LEGAL THEORY, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE ARISING FROM (i) ANY PRODUCT OR RESOURCE MATERIALS AVAILABLE ON OR THROUGH THE RESOURCES, (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON THE RESOURCES OR THE RESOURCE MATERIALS, (iii) LOSS OF USE, DATA, OR PROFITS, WHETHER RESULTING FROM THE USE OF, OR INABILITY TO USE, THE RESOURCES OR ANY RESOURCE MATERIALS, (iv) THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE RESOURCES OR ANY RESOURCE MATERIALS, OR (v) ANY SUBMISSION (INCLUDING, BUT NOT LIMITED TO, WRITINGS PREPARED BY STUDENTS) EVEN IF THEY WERE CAUSED BY THE NEGLIGENCE OF THE AFFILIATED GROUP OR BY THE NEGLIGENCE OF THE AFFILIATED GROUP'S RESPECTIVE LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS, EVEN IF THE CUSTOMER OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM OCCURRING, AND EVEN IF THE REMEDIES PROVIDED IN THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.
2. YOUR SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY Istation OF THESE TERMS IS THE RECEIPT OF A PRO RATA REFUND OF THE SUBSCRIPTION FEES PAID BY YOU FOR THE APPLICABLE RESOURCE. Istation WILL NOT BE LIABLE FOR ANY AMOUNT, REGARDLESS OF THE BASIS OF THE CLAIM, EXCEEDING THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT EXPAND THESE LIMITS.
3. THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY.
4. IN NO EVENT MAY YOU BRING A CLAIM OR CAUSE OF ACTION AGAINST ANY MEMBER OF THE AFFILIATED GROUP MORE THAN TWO YEARS AFTER THE CLAIM OR CAUSE OF ACTION AROSE.

8. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
9. **Governing Law.** These Terms shall be governed by the laws of the state of Texas, without regard to Texas's choice of law rules. You agree that any action at law or in equity arising out of, or relating to, these Terms shall be filed only in the state and federal courts located in Dallas County, Texas, and You consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
10. **Miscellaneous.**
 1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "Additional Terms"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
 2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
 3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("Istation"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "You" or "Your" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "Authorized Users").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "Licensed Applications"), (ii) Istation's Internet Web site (the "Web Site"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "Downloadable Materials"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "Resources".

What Personally Identifiable Information Is Collected by Istation?

"Personally Identifiable Information" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "Identifiable Use Results"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;

- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
 1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@istation.com

Street/Postal address:

8150 North Central Expressway, Suite 2000

Dallas, Texas 75026

Phone: (214) 237-9300

Fax: (972) 643-3441

Effective Date: February 23, 2018

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Dallas, TX 75206

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Istation

Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-19353-1

Prepared For:

Twin Falls Virtual School House

201 Main Ave W

Twin Falls, ID

83301-6103

US

Your Istation Partner:

Brian Duggan

Account Executive

bduggan@istation.com

+1 2532630067



BBB Rating: A+



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-19353-1
Prepared For: Twin Falls Virtual School House
Expires On: 8/31/2020

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Istation Math (Student Account)

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	LIST PRICE
50	IM.Student - Istation Math (Student Account)		12		Twin Falls Virtual School House	\$1,100.00
Istation Math (Student Account) TOTAL:						\$1,100.00

TAX (if applicable):
CUSTOMER TOTAL: \$1,100.00



8150 North Central Expressway, Suite 2000
Dallas, TX 75206
Phone: 1-866-883-READ (7323)
Email: orders@istation.com

Quote: Q-19353-1
Prepared For: Twin Falls Virtual School House
Expires On: 8/31/2020

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions.

Subscription Start Date: Subscription Term: 12 Subscription End Date:

Please email or fax the following items to 214-291-5534 or orders@istation.com. Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

Istation

Signature: _____
Printed Name: _____
Title: _____
Dated: _____

Twin Falls Virtual School House

Signature: Teresa Jones
Printed Name: Teresa Jones
Title: Director of Elementary Programs
Dated: 7/1/2020
PO # (if available): _____

To ensure timely fulfillment, please provide the requested contact information below:

Primary Implementation Contact

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Quote: Q-19353-1
Prepared For: Twin Falls Virtual School House
Expires On: 8/31/2020

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 3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

PRIVACY STATEMENT:

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at www.istation.com, (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

What Personally Identifiable Information Is Collected by Istation?

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

How Is Personally Identifiable Information Used and/or Disclosed?

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;
- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;

- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
 1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
 2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
 3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

Can I Access or Change My Personally Identifiable Information?

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

Data Retention

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

Website and Resource Security

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

Use of "Cookies"

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

Third Party Sites

The Website may contain links to or reference third party websites and resources (collectively "Third Party Sites"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

Can Istation change this Privacy Statement?

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

Who can I contact if I have questions about this Privacy Statement?

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

Email address: info@Istation.com

Street/Postal address:

8150 North Central Expressway, Suite 2000
Dallas, Texas 75026

Phone: (214) 237-9300

Fax: (972) 643-3441

Effective Date: February 23, 2018

Copyright

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Imagination Station, Inc. DBA Istation

8150 North Central Expressway, Suite 2000

Dallas, TX 75206

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Any rights not expressly granted herein are reserved.

**SERVICE PROVIDER AGREEMENT
BETWEEN THE TWIN FALLS SCHOOL DISTRICT NO. 411
AND THE TWIN FALLS POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into as of the date set forth below, by and between the TWIN FALLS SCHOOL DISTRICT NO. 411 (hereinafter "School District") and the TWIN FALLS POLICE DEPARTMENT (hereinafter "Police Department").

WHEREAS, it is mutually beneficial to the parties for the Police Department to assign Police Officers as School Resource Officers (hereinafter "SROs") to schools within the School District; and

WHEREAS, the Police Department recognizes and supports the need for safe schools and a safe academic learning environment for community youth; and

WHEREAS, the parties shall work in partnership to enhance a safe learning environment; and

WHEREAS, the parties to this Agreement mutually agree that all obligations stated or implied in this Agreement shall be interpreted in light of, and consistent with, governing state and federal laws.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the parties to this Agreement agree as follows:


1. **Rights and Responsibilities of the Twin Falls Police Department:** The Chief of Police shall select and appoint qualified, sworn Police Officers to staff up to six (6) School Resource Officer (SRO) positions and one (1) Supervisor at the rank of Sergeant within the School District. The duties of the Police Department are as follows:
 - 1.1. Provide law enforcement and police services, through the designation of SROs, to identified schools, school grounds, areas adjacent to the schools, and school-sponsored events. SROs shall not be expected to perform the roles of private security officers.
 - 1.2. Investigate allegations of criminal incidents which may have occurred on school grounds, areas adjacent to the schools, and school-sponsored events per Police Department policies and procedures.
 - 1.3. Enforce state and local laws and ordinances. Make appropriate referrals to juvenile authorities, other governmental agencies, or community agencies and resources when necessary and appropriate to assist students and staff.
 - 1.4. Work to prevent juvenile delinquency through close contact and positive relationships with students.

- 1.5. Establish and maintain a close partnership with school administrators in order to provide for a safe school environment. Assist school officials with their efforts to enforce Board of Education policies and procedures.
- 1.6. Ensure school administrators' safety by being present during school searches initiated by school staff, which may involve weapons, controlled dangerous substances, or in certain cases where a student's emotional state may present a risk to the administrators.
- 1.7. Assist school administrators in emergency crisis planning and building security matters. Provide a course of training for school personnel in handling crisis situations which may arise at the school.
- 1.8. Maintain high visibility within the school communities and attend and participate in various school functions. Build working relationships with school staff, as well as with student and parent groups.
- 1.9. Develop and implement classes in law-related education to support the educational efforts of the faculty.
- 1.10. Work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary. Assist in conflict resolution efforts.
- 1.11. Initiate interaction with students in the classroom and general areas of the school building. Promote the profession of Police Officer and be a positive role model. Increase the visibility and accessibility of Police to the school community.
- 1.12. Take all necessary law enforcement activity, as required, against intruders, loiterers, students, or any individual(s) disrupting the educational process, or whose presence is detrimental to the morals, health, safety, academic learning, or discipline of students at school or any school-related function, to the extent allowed by law. As soon as possible, the SRO shall inform the building principal or designee of such action(s).
- 1.13. The assigned SRO shall not act as a school disciplinarian. However, if the building principal or designee believes a particular incident violates the law, the principal or designee shall contact the appropriate SRO and that Officer shall determine whether law enforcement action is appropriate.
- 1.14. The Chief of Police, or designee, shall directly supervise the individual(s) assigned as SROs and will perform scheduled and/or non-scheduled visits to the school. A Police Supervisor shall be responsible for training, directing, and evaluating the SROs.
- 1.15. The Chief of Police, or designee, shall approve SRO reports, provide leadership, and supply assistance to the SROs in carrying out the terms of this Agreement.

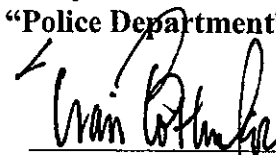
2. **Rights and Responsibilities of Twin Falls School District No. 411:** The School District shall provide the necessary support for the SRO Program. The duties of the School District are as follows:
- 2.1. Provide a private office to be used by the assigned SRO(s) for general business purposes, furnished with a desk, chair, work table, locking file cabinet, and office supplies, as needed; a telephone and access to a two-way radio, as needed; and a computer, as needed.
 - 2.2. Provide the SRO with a secure location for files and records.
 - 2.3. Provide access to office equipment, including, but not limited to, copiers, fax machines, etc., as needed.
 - 2.4. Provide payment for the SRO services identified in the Agreement upon receipt of a billing from the City of Twin Falls, not to exceed \$284,041.59. This amount includes the agreed upon portions of the six (6) SROs' wages, in addition to a portion of the supervising Sergeant's wages.
 - 2.5. Provide payment for Twin Falls Police Department Officers who work extra duty assignments as requested by the Twin Falls School District at the rate of \$55.00 per hour.
3. For the purposes of this Agreement, the Police Department and its employees are designated by the School District as its law enforcement unit. The Police Department and its employees are officially authorized by the School District to enforce laws and maintain school safety.
4. The assigned personnel of the Police Department, pursuant to this Agreement, are designated as school officials with legitimate educational interests and are authorized to access education records of students attending the School District as necessary to fulfill the terms of this Agreement.
5. The Agreement shall become effective on July 1, 2020, and remain in effect until June 30, 2021. Any changes shall be mutually agreed upon and shall be in writing. This Agreement may be terminated by either party by providing sixty (60) days' advance notice in writing to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of June, 2020.

Twin Falls School District No. 411
"School District"


BRADY DICKINSON, Superintendent

City of Twin Falls
"Police Department"


TRAVIS ROTHWEILER, City Manager

City of Twin Falls
School Resource Officers - Cost of Service

Annual Cost of
Service

FY 20-21 Budget:

	Bi-Weekly						Annual Cost of Service
	M. Triner	K. Skuza	D. Solomon	P. Stephenson	E. Batteiger	S. Rodriguez	M. Waite
Base Salary	2,709.00	2,612.40	3,129.00	2,709.00	2,440.20	2,612.40	2,665.32
4% Assignment Pay	108.36	104.50	125.16	108.36	97.61	104.50	106.61
Clothing Allow./FT							
Longevity Pay	54.01	17.71	37.62	40.16		35.23	20.05
Specialty Pay	42.00		42.00		42.00		42.00
Subtotal:	2,913.37	2,734.61	3,333.78	2,857.52	2,579.81	2,752.13	2,833.98
FICAR	180.63	169.55	206.69	177.17	159.95	170.63	175.71
MEDIR	42.24	39.65	48.34	41.43	37.41	39.91	41.09
PERSIR	357.76	335.81	409.39	350.90	316.80	337.96	348.01
Std. Life	2.87	2.87	2.87	2.87	2.87	2.87	2.87
LT Life	9.29	8.72	10.63	9.12	8.23	8.78	9.04
Select Health	325.04	525.76	365.07	797.36	525.76	680.25	797.36
Dental	18.50	18.50	19.00	19.00	19.00	18.50	19.00
Admin Fee			1.00	2.96			
Work. Comp.	58.27	54.69	66.68	57.15	51.60	55.04	56.68
2.00%							
Bi-Weekly Total with Benefits:	3,907.97	3,890.16	4,463.45	4,315.48	3,701.43	4,066.07	4,283.74
Weekly Total with Benefits	1,953.99	1,945.08	2,231.72	2,157.74	1,850.71	2,033.03	2,141.87
Weeks of Service	42	38	42	38	42	38	38
Total Annual Cost of Service	82,067.37	73,912.96	93,732.38	81,994.12	77,729.99	77,255.25	81,391.11
							568,083.19
							1/2
							284,041.59
All Costs Except Health Insurance	75,241.53	63,923.52	86,065.98	66,844.28	66,689.03	64,330.50	66,241.27
Health Insurance	6,825.84	9,989.44	7,666.40	15,149.84	11,040.96	12,924.75	15,149.84
Total	82,067.37	73,912.96	93,732.38	81,994.12	77,729.99	77,255.25	81,391.11
							568,083.19
							1/2
							284,041.59

1/2 of Cost of Service



South Central Public Health District

Prevent. Promote. Protect.



Public Health

Prevent. Promote. Protect.
Idaho Public Health Districts

June 4, 2020

Twin Falls School District #411
Attn: Superintendent Brady Dickinson
201 Main Ave West
Twin Falls, ID 83301

Dear Mr. Dickinson,

The school nurse services contract between Twin Falls School District and South Central Public Health District ended with the close of the 2019-2020 school year. We look forward to providing nurse services this upcoming 2020-2021 year. Please review the enclosed information about proposed nurse services. The estimations will allow you and the principals of each school to decide which services are to be provided. Please note that each Medicaid care plan requires a review by the nurse every three months during the school year.

A new contract for the 2020-2021 year is enclosed. Please review, complete, sign, and return all paperwork as soon as possible to:

South Central Public Health District
attn: EJ Poston
1020 Washington St. N.
Twin Falls, ID 83301

or fax to SCPHD at (208) 734-9502

For further information on our school nurse services, please contact Tamara Strong, RN.
(208) 737-5932 or tstrong@phd5.idaho.gov.

Sincerely,

Melody Bowyer, MBA, CPM, REHS
District Director
South Central Public Health District



SCHOOL HEALTH SERVICES CONTRACT FOR SCHOOL YEAR 2020-2021

THIS AGREEMENT is entered into on this 11 day of June, 2020, between South Central Public Health District (hereinafter referred to as "SCPHD") and Twin Falls School District #411 (hereinafter referred to as the "School District").

The parties to this Contract, in consideration of the mutual covenants and stipulations set out therein, agree as follows:

ARTICLE 1. SCOPE OF SERVICES

SCPHD will also provide consultation to the school nurses in areas of communicable disease investigation and prevention. This will also include questions regarding immunization schedules and appropriate vaccines for specific students.

SCPHD will provide the following to the School District:

1. Provide guidance to Twin Falls School District nurses (school nurses) in developing and reviewing school nursing policies. These policies will be used to update the policy manual, developed in the 2018-2019 school year.
2. Consultation is available from SCPHD staff. Consultation may be requested on a variety of topics. SCPHD staff outside nurses include: Women Infant and Children program nutritionists; health educators with special knowledge of smoking cessation and diabetes education, and environmental health specialists. Examples of ongoing school nurse consultation services may be related to:
 - a. The completion of medical care plans
 - b. School immunization requirements
 - c. Vision and other school-based screenings
 - d. Medication administration
 - e. Health, puberty, STD and other educational topics
 - f. Other school-based services, as recommended by the National Association of School Nurses (NAN) and the School Nurse Organization of Idaho (SNOI)
3. SCPHD staff will make available information on trainings that may be of interest to the school nurses. Information on upcoming training opportunities related to school and child health will be sent to the school nurses as it becomes available.
4. Consultation for school administration, if needed.
5. Monthly scheduled meeting with TFSD school nurses to discuss concerns and share best practice information as related to SNOI and NASN.



South Central Public Health District

Prevent. Promote. Protect.



Public Health
Prevent. Promote. Protect.

Idaho Public Health Districts

SCPHD will not provide:

1. Direct supervision or evaluation of nurses
2. Funds for travel, training or supplies
3. Any medical services, such as feeding tubes or catheters

ARTICLE 2. ALLOWABLE COSTS FOR SERVICE

The School District agrees to contract at the following rate and will pay SCPHD as agreed for the above-mentioned services.

Flat fee of \$7,000 for services rendered.

ARTICLE 3. EFFECTIVE DATE, TERMINATION AND AMENDMENT

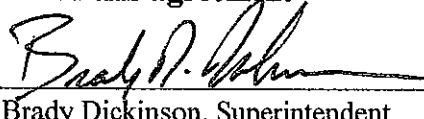
This agreement shall become effective July 1, 2020 and terminate June 30, 2021

- A. All or any part of it may be modified or amended at any time by joint agreement in writing by the School District and SCPHD.
- B. This contract may be terminated either by the School District or SCPHD upon 60 days written notice to the other.

IN WITNESS WHEREOF, the parties have executed this agreement

Melody Bowyer, District Director
South Central Public Health District
1020 Washington St. N
Twin Falls, ID 83301

Date


Brady Dickinson, Superintendent

Twin Falls School District #411
201 Main Ave. W
Twin Falls, ID 83301

Date

6/10/20

Appendix 1: SCPHD School Services

A. Services school nurse shall provide during 2020-2021 school year:

Care Plans (These can take anywhere from 1-8 hrs each)

- PCS/Medicaid (4-8 hrs each)
- Individuals with Chronic conditions/illnesses monitored by physician (1-2 hours each)
- Chronic illness being treated with medications (2-3 hrs each)

Communicable disease surveillance and consultation (30 mins - 1 hr each time)

Immunization status/ evaluation (30 mins - 1 hr, depending on need)

B. Circle or highlight which services below you would like the school nurse to provide during the 2020-2021 school year. Please return with signed contract.*

☒ Vision Screening (K, 1st, 3rd, 5th)

- Full Screen (5-8 hrs)
- Referrals (2-4 hrs, depending on referrals by Lions club)

☒ Scoliosis screening (5th & 8th) (1-2 hrs, depending on class size)

☒ Puberty classes

- 4th - hygiene only (1 hr per nurse, requires 1 nurse)
- 5th - girls and boys separately - learn about own body (1 hr per nurse, requires 2 nurses)
- 6th - girls and boys separately - learn about opposite sex (1 hr per nurse, requires 2 nurses)

☒ Trainings (staff and/or parents) (1-2 hrs, depending on the need)

- Medication administration
- Treatment/Care of a chronic illness
- Epi Pen
- Other _____

Other: _____

*If requesting additional services, please return this form with signed contract.

Vector Solutions K-12 Education Software as a Service Client Agreement

This Vector Solutions K-12 Education Software as a Service Client Agreement (the "Agreement"), effected as of the date noted in the attached Exhibit A (the "Effective Date"), is by and between Scenario Learning, LLC d/b/a Vector Solutions ("Vector Solutions"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** Vector Solutions shall provide the following Services:

1.1. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Vector Solutions will provide Client a non-exclusive, non-transferable, revocable authorization to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee, contractor, or end user specifically designated by Client ("Named Users"). "Services" means the software-as-a-service offering described in Schedule A. For avoidance of doubt and unless otherwise provided in Schedule A as a "site specific" authorization, authorizations are granted on a "one user per one authorization basis" and once granted, are not transferable to other users. The ability to use the Services may be affected by minimum system requirements.

1.2. **Availability.** Vector Solutions shall use commercially reasonable efforts to display its content and coursework for access and use by Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. **Help Desk.** Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations; Compliance.**

2.1. **Compliance.** Client shall be responsible for Named Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. **FERPA.** Both Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (i) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (ii) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (iii) Vector Solutions agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any party, including a school official that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, Vector Solutions may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the Parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.4. **COPPA.**

(a) The Parties acknowledge and agree that in the event a Named User under the age of thirteen (13) registers or logs in to use the Services by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (i) first and last name; (ii) home or other physical address including street name and name of city or town; (iii) email address; (iv) screen or username; (v) telephone number; (vi) social security number; (vii) persistent identifier; (viii) photograph, video, or audio file where such file contains a child's image or voice; (vi) geolocation information that can identify the names of a street and city; and (x) information collected from such Named User that is combined with any of the previous (collectively, "Personally Identifiable Information" or "PII"), such PII shall be subject to the provisions of COPPA.

(b) Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

(c) Vector Solutions shall make commercially reasonable efforts to ensure that PII remains confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

(d) Vector Solutions shall make no commercial use of PII collected on Client's behalf other than for educational and safety purposes and shall use PII solely for Client's benefit. Vector Solutions shall provide to Client all notices required by COPPA regarding Vector Solutions' practices as they relate to collecting, using, or disclosing PII, as well as notice of any material change to such practices in a timely manner under the law. Vector Solutions shall rely on Client to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under 13 registered in association with Client ("Verifiable Consent") to use the Services.

(e) Client shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (i) providing a consent form to be signed by Parent and returned to Client by mail, fax, or electronic scan; (ii) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (iii) having a Parent call a toll-free number staffed by trained personnel; (iv) having a Parent connect to trained personnel via video-conference; (v) checking a form of government-issued identification against databases of such information, provided Client deletes Parent's identification promptly following the completion of the verification; or (vi) sending an email coupled with additional steps, including (a) sending a second email confirming consent; or (b) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

(f) In the event a Parent requests to exercise such Parent's right to: (i) review; (ii) request deletion of; or (iii) refuse further use or collection of the PII collected from the Parent's child, Client shall relay such request to Vector Solutions without unreasonable delay following Client's successful verification that the requester is the Named User's Parent.

(g) Vector Solutions shall delete PII collected from Named Users under the age of 13: (i) once such PII is no longer needed to fulfill the purpose of its collection; or (ii) upon verified request by such Named User's Parent, and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

2.5. CCPA.

(a) Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

(b) Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (i) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (ii) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (iii) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Statement of Work appended thereto, and within the direct business relationship with Client.

2.6. The following subsections (a) and (b) apply if and only if Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service":

(a) SafeSchools Alert Service. Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation PII and other protected information ("Protected Information"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable federal, state, or local laws or regulations, and

that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) **SafeSchools Incident Tracking Service.** Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

2.7. Identify Named Users.

2.7.1. **Named User** is defined as a user who has authorization to access and use the Services during each contract year of the Agreement.

2.7.2. For Clients accessing and using the Services, Client shall (i) cause each of its Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (ii) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from the Learning Management System by Vector Solutions unless required by applicable law. Client will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.7.3. **Additional Named Users.** Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.7.4. Client agrees to pay for the number of Users using or authorized to access the Services in a given contract year.

2.7.5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual charges for Client's use of the Services will be based upon the actual number of Named Users in a given contract year. Users inactivated in a given contract year will not count towards the total number of Named Users in the year following such inactivation unless reactivated.

2.8. **Future Functionality.** Client agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any public comments regarding future functionality or features.

2.9. **Client's Use.** If Vector Solutions reasonably determines that Client's use of the Services represents a direct or indirect threat to its network function or integrity or to Vector Solutions' other clients' ability to access and use the Services, or if Vector Solutions is otherwise required by law to do so, then Vector Solutions may, in its sole discretion, suspend the use of the Services with or without providing advance notice thereof to the Client.

3. Fees and Payments.

3.1. **Fees.** Client will pay for the Services in accordance with the fee schedule in Sched A attached to this Agreement. Fees, both during the Initial Term, as defined herein, as well as any Renewal Terms, as defined herein, shall be increased by 3.0% per year.

3.2. **Payments.** All fees due under this Agreement must be paid in United States dollars. Vector Solutions will invoice Client in advance pursuant to the Payment Terms in Exhibit A. All invoices are payable 30 days after invoice date. All fees collected by Vector Solutions under this Agreement are fully earned when due and nonrefundable when paid.

3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term.

3.4. Taxes. All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Vector Solutions invoice.

4. Intellectual Property Rights.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, or technology, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the Vector Solutions Intellectual Property in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (iii) embed the Vector Solutions Intellectual Property into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property.

4.3. Client hereby authorizes Vector Solutions to use Client's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Vector Solutions acknowledges that Client alone shall own all rights, title and interest in and to Client's name, trademarks, or logos, and this Agreement does not convey to Vector Solutions any rights of ownership to the same.

5. Term and Notice.

5.1. Term. The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Exhibit A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions (each renewal a "Renewal Term"), unless notice is given in writing by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial Term or any Renewal Term, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping. Any access to or usage of the Services following the Expiration Period shall be deemed Client's agreement to a Renewal Term.

5.2. Notice. All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranty and Disclaimers.

6.1. Mutual Representations and Warranty. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE

UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS". WORKPLACE, STUDENT, AND EMPLOYEE SAFETY ARE YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO SUCH DELEGATION. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.2.1. Vector Solutions makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence, bullying, or hazing from occurring, or that the Services will not offend some who use it. Scenario will not be responsible for any costs, legal fees or damages resulting from any claim made against Client by anyone who uses the Services.

6.3. Third Party Content. Client may access third party content ("Third Party Content") through the Services. Client shall rely solely on Third Party Content providers for the accuracy, security, and compliance with national or international laws of such Third Party Content. Vector Solutions warrants and represents that it does not knowingly collect or maintain PII from or disclose any PII to any such third party. from Named Vector Solutions shall not be held responsible or liable for any Third Party Content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

7. **Limitation on Liability**. Except as it relates to claims related to the infringement of intellectual property, including claims related to Section 8 (Indemnification): (i) in no event shall Vector Solutions be liable to Client or its Named Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect, or consequential damages (including lost profits) arising out of or in connection with this Agreement or Vector Solutions' compliance with COPPA; and (ii) the total liability of Vector Solutions for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Vector Solutions for the preceding twelve (12) months. Vector Solutions further expressly disclaims all liability, regardless of the underlying legal theory or basis, for any and all claims related to any employee's or Named User's personal offense, personal safety, or mental health arising out of or in connection with use of the Services.

8. Indemnification.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions LMS by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions LMS by Client infringes or violates any intellectual property right of any person.

9. Miscellaneous.

9.1. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.5. Force Majeure. Vector Solutions shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God,

strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

9.3. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

9.4. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.5. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.6. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

9.7. Purchase Orders. Client may issue a purchase order for its convenience only it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.8. Entire Agreement. This Agreement represents the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Vector Solutions and Client.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

Twin Falls School District
201 Main Avenue West
Twin Falls, ID 83301

By: _____

By: Shannon Swafford

Printed Name: Joel Petersen

Printed Name: Shannon Swafford

Title: Vice President Of Sales

Title: Human Resources Director

Date: _____

Date: 6.4.2020

Client Agreement/Schedule A

Date: 05-29-2020
Pricing valid for 30 days.

Client Information

Client Name: Twin Falls School District	
Address: 201 Main Avenue West Twin Falls, Idaho 83301	
Primary Contact Name: Shannon Swafford	Primary Contact Phone: (208) 732-7524

Terms

Effective Date: 07-20-2020	Initial Term (months): 3
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Naomi Briggs			
Billing Address: 201 Main Avenue West Twin Falls, Idaho 83301		Billing Phone: (208) 733-6900	
Billing Email: briggsna@tfsd.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Other Services

Product	Description	Quantity	Sales Price	Total
Non-Recurring Overage	Overage for: SafeSchools Training	1	\$2,535.00	\$2,535.00
Total:				\$2,535.00

Grand Total (including Implementation & Training): **\$2,535.00**

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.

Vector Solutions K-12 Education Software as a Service Client Agreement

This Vector Solutions K-12 Education Software as a Service Client Agreement (the "Agreement"), effected as of the date noted in the attached Exhibit A (the "Effective Date"), is by and between Scenario Learning, LLC d/b/a Vector Solutions ("Vector Solutions"), an Ohio limited liability company, and the undersigned client ("Client"), and governs the purchase and ongoing use of the services described in this Agreement (the "Services").

1. **Services.** Vector Solutions shall provide the following Services:

1.1. **Provision of Access.** Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Vector Solutions will provide Client a non-exclusive, non-transferable, revocable authorization to remotely access and use the Services hereunder and, unless prohibited by law, will provide access to any employee, contractor, or end user specifically designated by Client ("Named Users"). "Services" means the software-as-a-service offering described in Schedule A. For avoidance of doubt and unless otherwise provided in Schedule A as a "site specific" authorization, authorizations are granted on a "one user per one authorization basis" and once granted, are not transferable to other users. The ability to use the Services may be affected by minimum system requirements.

1.2. **Availability.** Vector Solutions shall use commercially reasonable efforts to display its content and coursework for access and use by Named Users twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond Vector Solutions' control.

1.3. **Help Desk.** Vector Solutions will assist Named Users as needed on issues relating to usage via e-mail and a toll free Help Desk five (5) days per week at scheduled hours.

2. **Client's Obligations; Compliance.**

2.1. **Compliance.** Client shall be responsible for Named Users' compliance with this Agreement and use commercially reasonable efforts to prevent unauthorized access to or use of the Services. Client shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Vector Solutions.

2.2. **FERPA.** Both Parties are subject to the Family Educational Rights and Privacy Act ("FERPA") and to that end agree: (i) they are each providing educational services to the other that they would otherwise have to provide for themselves using faculty and staff; (ii) each party has a legitimate educational interest in the student education records disclosed under this Agreement; and (iii) Vector Solutions agrees to be under the direct control of Named User with respect to the use and maintenance of information from student education records. Any party, including a school official that receives student education records as otherwise enumerated in this Agreement acknowledges that the student education record is confidential and may use the information only for the purposes for which the disclosure was made hereunder including only the reporting of the student's use of the Services and review of materials by external examiners and except as permitted elsewhere in this Agreement, Vector Solutions may not re-disclose the information to any third party without prior written consent from the student and Named User. Furthermore, the Parties shall work together to share student education records in a manner that best assures the protection of student education records from disclosure.

2.4. **COPPA.**

(a) The Parties acknowledge and agree that in the event a Named User under the age of thirteen (13) registers or logs in to use the Services by personally providing to Vector Solutions such Named User's personal information as such information is defined under the Children's Online Privacy Protection Rule ("COPPA"), including: (i) first and last name; (ii) home or other physical address including street name and name of city or town; (iii) email address; (iv) screen or username; (v) telephone number; (vi) social security number; (vii) persistent identifier; (viii) photograph, video, or audio file where such file contains a child's image or voice; (vi) geolocation information that can identify the names of a street and city; and (x) information collected from such Named User that is combined with any of the previous (collectively, "Personally Identifiable Information" or "PII"), such PII shall be subject to the provisions of COPPA.

(b) Each party represents and warrants that to the extent such party's own activities in furtherance of this Agreement are subject to the provisions of COPPA, such party shall operate in accordance with the applicable terms of COPPA for the duration of the term hereof.

(c) Vector Solutions shall make commercially reasonable efforts to ensure that PII remains confidential and secured from transmission or disclosure to unauthorized recipients until such PII is deleted pursuant to the terms hereof.

(d) Vector Solutions shall make no commercial use of PII collected on Client's behalf other than for educational and safety purposes and shall use PII solely for Client's benefit. Vector Solutions shall provide to Client all notices required by COPPA regarding Vector Solutions' practices as they relate to collecting, using, or disclosing PII, as well as notice of any material change to such practices in a timely manner under the law. Vector Solutions shall rely on Client to obtain verifiable consent from a parent or guardian (collectively, "Parent") of each Named User under 13 registered in association with Client ("Verifiable Consent") to use the Services.

(e) Client shall make reasonable efforts to obtain Verifiable Consent to use the Services using one or more of the following methods: (i) providing a consent form to be signed by Parent and returned to Client by mail, fax, or electronic scan; (ii) requiring a Parent, in connection with a monetary transaction, to use a credit or debit card or other online payment system that provides notification of each discrete transaction to the primary account holder; (iii) having a Parent call a toll-free number staffed by trained personnel; (iv) having a Parent connect to trained personnel via video-conference; (v) checking a form of government-issued identification against databases of such information, provided Client deletes Parent's identification promptly following the completion of the verification; or (vi) sending an email coupled with additional steps, including (a) sending a second email confirming consent; or (b) confirming consent by letter or telephone call after obtaining Parent's address or telephone number, provided that such methods of confirmation include notice that Parent may revoke any consent previously provided in response to the initial email.

(f) In the event a Parent requests to exercise such Parent's right to: (i) review; (ii) request deletion of; or (iii) refuse further use or collection of the PII collected from the Parent's child, Client shall relay such request to Vector Solutions without unreasonable delay following Client's successful verification that the requester is the Named User's Parent.

(g) Vector Solutions shall delete PII collected from Named Users under the age of 13: (i) once such PII is no longer needed to fulfill the purpose of its collection; or (ii) upon verified request by such Named User's Parent, and shall utilize commercially reasonable safeguards to protect the PII from unauthorized access or use upon its disposal.

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(a) Insofar as Vector Solutions will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("CCPA"), on behalf of Client in the course of the performance of this subject Agreement, the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

(b) Disclosures. To the extent the CCPA applies to the processing of any personal information by Vector Solutions pursuant to Client's instructions in relation to this subject Agreement, the following also apply: (i) The Parties have read and understand the provisions and requirements of the CCPA, and shall comply with them; (ii) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from Client to Vector Solutions during the course of Vector Solutions' performance of this Agreement does not constitute selling of personal information as that term is defined in the CCPA, because Client is not sharing or transferring such data to Vector Solutions for valuable consideration; and (iii) Vector Solutions will only use personal information for the specific purpose(s) of performing the services specified in the Agreement, including any Statement of Work appended thereto, and within the direct business relationship with Client.

2.6. The following subsections (a) and (b) apply if and only if Client is purchasing "SafeSchools Alert Service" or "SafeSchools Incident Tracking Service":

(a) SafeSchools Alert Service. Client acknowledges that all transmissions it receives from the SafeSchools Alert Service may contain highly sensitive, personal information, including without limitation PII and other protected information ("Protected Information"), and Client shall ensure that all such Protected Information is secured from transmission or disclosure to unauthorized recipients. Client shall be solely responsible for establishing commercially reasonable safeguards to prevent the transmission or disclosure of Protected Information to unauthorized recipients. In addition, Client shall be solely responsible for the determination of the identities of authorized recipients and unauthorized recipients. Client agrees to handle the data in accordance with FERPA and any applicable federal, state, or local laws or regulations, and

that it will monitor employees using the SafeSchools Alert Service to ensure they abide by the SafeSchools Alert Privacy Policy and Terms of Use.

(b) **SafeSchools Incident Tracking Service.** Client represents and warrants that it is not a health care provider, health plan, or health care clearinghouse (collectively, a "covered entity") as those terms are defined under the federal Health Information Portability and Accountability Act ("HIPAA"). Client further represents and warrants that it is not a business associate as that term is defined under HIPAA. Client further agrees to indemnify and hold Vector Solutions and its officers, members, agents and employees harmless from any and all claims and demands (including reasonable attorneys' fees associated with the same) made by Client or any third party due to or arising out of any claim that Vector Solutions is a covered entity or business associate, due to Client's use of the SafeSchools Accident Tracking Service.

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2.7.1. **Named User** is defined as a user who has authorization to access and use the Services during each contract year of the Agreement.

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2.7.3. **Additional Named Users.** Additional Named Users added after the Effective Date shall be billed at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years on the anniversary date of each contract year or upon renewals under the Agreement.

2.7.4. Client agrees to pay for the number of Users using or authorized to access the Services in a given contract year.

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3.3. **Suspension of Service for Overdue Payments.** Any fees unpaid for more than thirty (30) days past the due date shall bear interest at 1.5% per month. Vector Solutions shall have the right, in addition to all other rights and remedies to which Vector Solutions may be entitled, to suspend Client's Named Users' access to the Services without notice until all overdue payments are paid in full. Suspension of Client's use of the Services or termination of the Agreement for Client's violation of the terms of this subject Agreement will not relieve Client of its obligation to pay any and all fees and expense reimbursements due for the applicable term.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, and other taxes and government charges, whether federal, state, or foreign, and Client will be responsible for payment of all such taxes (other than taxes based on Vector Solutions' income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If Vector Solutions has a legal obligation to pay or collect taxes for which Client is responsible under the Agreement, then the appropriate amount will be invoiced to and paid by Client, unless Client claims tax exempt status for amounts due under this Agreement and provides Vector Solutions a valid tax exemption certificate (authorized by the applicable governmental authority) at least five (5) business days prior to the date of the applicable Vector Solutions invoice.

4. Intellectual Property Rights.

4.1. Vector Solutions alone (and its licensors, where applicable) shall own all rights, title and interest in and to Vector Solutions' trademarks, software, website, or technology, the course content, and the Services provided by Vector Solutions (collectively the "Vector Solutions Intellectual Property"), as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client (collectively, "Feedback"), and this Agreement does not convey to Client any rights of ownership to the Vector Solutions Intellectual Property or Feedback. The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to Client to use them.

4.2. Except as otherwise agreed in writing or to the extent necessary for Client to use the Services in accordance with this Agreement, Client shall not: (i) copy the Vector Solutions Intellectual Property in whole or in part; (ii) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer, or in any way exploit the Vector Solutions Intellectual Property in whole or in part; (iii) embed the Vector Solutions Intellectual Property into other products; (iv) use any trademarks, service marks, domain names, logos, or other identifiers of Vector Solutions or any of its third party suppliers; or (v) reverse engineer, decompile, disassemble, or access the Vector Solutions Intellectual Property.

4.3. Client hereby authorizes Vector Solutions to use Client's name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. Notwithstanding the foregoing, Vector Solutions acknowledges that Client alone shall own all rights, title and interest in and to Client's name, trademarks, or logos, and this Agreement does not convey to Vector Solutions any rights of ownership to the same.

5. Term and Notice.

5.1. **Term.** The term of this Agreement shall commence on the Effective Date, and will remain in full force and effect for the initial term ("Initial Term") indicated in Exhibit A. Upon expiration of the Initial Term, this Agreement shall automatically renew under the same terms and conditions (each renewal a "Renewal Term"), unless notice is given in writing by either party of its intent to terminate the Agreement, at least sixty (60) days prior to the scheduled termination date. Upon expiration of the Initial Term or any Renewal Term, Client's access to the Services may remain active for thirty (30) days (the "Expiration Period") solely for purpose of Vector Solutions' record keeping. Any access to or usage of the Services following the Expiration Period shall be deemed Client's agreement to a Renewal Term.

5.2. **Notice.** All required notices hereunder by either party shall be given by personal delivery (including reputable courier service), fees prepaid, or by sending such notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth on the last page of this Agreement. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Either party, by written notice to the other as above described, may alter the address for receipt by it of written notices hereunder.

6. Mutual Warranty and Disclaimers.

6.1. **Mutual Representations and Warranty.** Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder.

6.2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. VECTOR SOLUTIONS DOES NOT WARRANT THAT THE USE OF THE SERVICES WILL BE

UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS". WORKPLACE, STUDENT, AND EMPLOYEE SAFETY ARE YOUR RESPONSIBILITY. THAT RESPONSIBILITY CANNOT BE DELEGATED AND VECTOR SOLUTIONS ACCEPTS NO SUCH DELEGATION. VECTOR SOLUTIONS WILL ASSIST YOU BY PROVIDING SPECIFIC SERVICES FOR WHICH YOU HAVE CONTRACTED.

6.2.1. Vector Solutions makes no promise that use of the Service will prevent sexual assault, alcohol or other drug abuse, sexual harassment, stalking, dating/domestic violence, bullying, or hazing from occurring, or that the Services will not offend some who use it. Scenario will not be responsible for any costs, legal fees or damages resulting from any claim made against Client by anyone who uses the Services.

6.3. Third Party Content. Client may access third party content ("Third Party Content") through the Services. Client shall rely solely on Third Party Content providers for the accuracy, security, and compliance with national or international laws of such Third Party Content. Vector Solutions warrants and represents that it does not knowingly collect or maintain PII from or disclose any PII to any such third party. from Named Vector Solutions shall not be held responsible or liable for any Third Party Content or Client's use thereof. UNLESS STATED ELSEWHERE IN THIS AGREEMENT, THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

7. **Limitation on Liability**. Except as it relates to claims related to the infringement of intellectual property, including claims related to Section 8 (Indemnification): (i) in no event shall Vector Solutions be liable to Client or its Named Users, whether in contract, warranty, tort (including negligence) or otherwise, for special, incidental, indirect, or consequential damages (including lost profits) arising out of or in connection with this Agreement or Vector Solutions' compliance with COPPA; and (ii) the total liability of Vector Solutions for any and all damages, including, without limitation, direct damages, shall not exceed the amount of the total fees already paid to Vector Solutions for the preceding twelve (12) months. Vector Solutions further expressly disclaims all liability, regardless of the underlying legal theory or basis, for any and all claims related to any employee's or Named User's personal offense, personal safety, or mental health arising out of or in connection with use of the Services.

8. Indemnification.

8.1. Indemnification by Vector Solutions. Vector Solutions shall indemnify and hold Client harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions LMS by Vector Solutions infringes or violates any intellectual property right of any person.

8.2. Indemnification by Client. To the extent not prohibited by applicable law, Client shall indemnify and hold Vector Solutions harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third party claim that any document, course, or intellectual property provided by or uploaded to Vector Solutions LMS by Client infringes or violates any intellectual property right of any person.

9. Miscellaneous.

9.1. Assignment. Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other, provided that such consent shall not be unreasonably withheld. Notwithstanding the foregoing, Vector Solutions may freely assign or transfer any or all of its rights without Client consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

9.2. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to the internal law of Florida regarding conflicts of laws. With respect to any suit, action or proceeding relating hereto, each party hereby irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in Tampa, Florida, and waives any objection thereto. The prevailing party to any dispute shall be entitled to reimbursement of its fees and costs from the other party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

9.5. Force Majeure. Vector Solutions shall have no liability for any failure or delay in performing any of its obligations pursuant to this Agreement due to, or arising out of, any act not within its control, including, without limitation, acts of God,

strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations or other restraints.

9.3. No Waiver. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the Parties.

9.4. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

9.5. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

9.6. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

9.7. Purchase Orders. Client may issue a purchase order for its convenience only it being agreed by the Parties that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document issued by Client that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from the purchase order, unless both Parties expressly agree in writing to the particular conflicting term or condition, in which event the agreed term or condition will apply only with respect to that particular purchase order.

9.8. Entire Agreement. This Agreement represents the entire understanding and agreement between Vector Solutions and Client, and supersedes all other negotiations, proposals, understandings and representations (written or oral) made by and between Vector Solutions and Client.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Scenario Learning, LLC D/B/A Vector Solutions

4890 W. Kennedy Blvd., Suite 300

Tampa, FL 33609

Twin Falls School District

201 Main Avenue West

Twin Falls, ID 83301

By: _____

Printed Name: Joel Petersen

Title: Vice President Of Sales

Date: _____

By: Shannon Swafford

Printed Name: Shannon Swafford

Title: Human Resources Director

Date: 6.4.2020

Client Agreement/Schedule A

Date: 05-29-2020
Pricing valid for 30 days.

Client Information

Client Name: Twin Falls School District	
Address: 201 Main Avenue West Twin Falls, Idaho 83301	
Primary Contact Name: Shannon Swafford	Primary Contact Phone: (208) 732-7524

Terms

Effective Date: 10-20-2020	Initial Term (months): 12
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Naomi Briggs			
Billing Address: 201 Main Avenue West Twin Falls, Idaho 83301		Billing Phone: (208) 733-6900	
Billing Email: briggsna@tfstd.org	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Subscription Services

FOR TRAINING PRODUCTS ONLY: Additional Named Users added after the Effective Date shall be billed at the Full Per Named User Fee below, and such Additional Named Users shall become part of the minimum contracted Users through the end of the Initial Term.

Product	Description	Minimum Named Users	Annual Price Per User	Total
SafeSchools Training	SafeSchools Training Renewal	1000	\$10.14	\$10,140.00
Total:				\$10,140.00

Grand Total (including Implementation & Training): **\$10,140.00**

*Total does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

Please note that this is not an invoice. An invoice will be sent within fourteen (14) business days.