



Work Session

Thursday, August 5, 2021 @ 6:00 PM Central
Middle School Multi-Purpose Room, 201 North Marian Road, Hastings, NE 68901

1. Roll Call -
2. Announcement - Jim Boeve -
3. Welcome to HEA reps and guests - Jim Boeve -
4. Review Board Norms/Goal - Jim Boeve -
5. 2021-2022 Budget Preparation report - Jeff Schneider -
6. Approve Safe Return to Learn Plan - Jeff Schneider -
7. Approve 2021-2022 Return to School Resolution - Jeff Schneider -
8. Approve Second Reading of New Policy 706.025 Internal Controls - Jeff Schneider -
9. Approve purchase of Synergy Student Information System for 2022-23 school year - Trent Kelly -
10. Wellness Program update - Lawrence Tunks and Terry Julian -
11. Reminder of Hearing on, and reaffirmation of Parental Involvement Policy - Lawrence Tunks -

12. Facilities Tour Planning - Jeff Schneider/Trent Kelly -

13. Approve Morton Change Orders #3, #4, #5, #6 - Trent Kelly -

14. Approve addition of 1.0 FTE Special Education Teacher position - Dr. Kandace Garwood -

15. *Consent Agenda - David Essink -

16. Reminders - Jim Boeve -

17. Adjournment - Jim Boeve -

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*****Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Students, staff, families and community will collaborate to maximize readiness for our student's college/career and citizenship. We will increase the rigor and relevance of each student's learning experience while meeting their academic and well-being needs.

Hastings Public Schools

Board of Education Norms

We will work to achieve consensus while valuing differences of opinion both within our Board and when considering the input of others.

We will conduct meetings and business in a manner that is fair and professional.

We will strive to ensure our decisions are congruent with the mission, vision, and strategic plan for the District.

Each member will be committed to the School Board process by attending meetings, being on time, coming prepared, adhering to the agenda (the President of the Board may adjust the order of the agenda to allow the fullest participation of the available members of the Board upon the request of a Board Member), *referencing Robert's Rules of Order*, and participating to their full potential.

We will gather the necessary data; seek expertise from within and outside of our District; and attempt to hear from any parent, student, or other community member in order to make wise decisions that reflect all stakeholders.

We will regularly and intentionally communicate with one another, the administration, faculty, staff, students, community, and the press to ensure information is shared openly and in a relevant, timely and appropriate manner.

We will also maintain confidentiality when necessary.

We will serve as advocates for K-12 public education within our community, as well as within the state of Nebraska.

We will recognize that, as community leaders, we will adhere to the character standards that are the core of our school: respect, responsibility, compassion, and honesty.

Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

Description	18-19 Actual	19-20 Actual	2020-21 Budge	20-21 Est Actual	2021-22 Est Bud
Teachers, Paras, Supplies (1100's, 3000's, 6000's 1300's, 1900's, 8000's, 9000',)	20,247,294	20,712,295	25,400,033	21,200,000	25,000,000
Sped teachers, Sped Paras, Supplies (1200's)	7,716,299	7,231,986	8,000,000	7,500,000	8,200,000
Counselors, Nurses, Library Personnel, Supplies (2120, 2130, 2140,2150, 2180, 2212, 2222, 2223)	1,519,645	1,256,374	1,800,000	1294065.22	1,900,000
Administrators, Office personnel, supplies, HR expenses, Board Expenses, Legal Fees, Property Insurance, Textbooks, Computers (2215, 2310, 2320, 2329, 2410, 2510, 2515, 2516)	5,086,153	4,786,219	5,200,000	4929805.57	5,200,000
Custodians, Supplies & Equipment, Vehicles other than other than busses, utility expenses (2520 & 2610)	2,153,158	1,887,599	2,400,000	1944226.97	2,500,000
Maintenance personnel, equipment and supplies, (2620)	1,275,077	1,139,806	1,300,000	1174000.18	1,400,000
Activity Transportation (2750)	331,792	517,604	300,000	533132.12	900,000
Sped Transportation (2760 & 2765)	493,695	597,095	600,000	615007.85	700,000
Teachers, Paras, and supplies for Federal programs such as Title and Pre-School (4000)	2,444,367	2,753,925	2,800,000	2836542.75	4,000,000
Total Expenditures	41,267,480	40,882,903		42,026,781	
Total Budgeted	47,687,994	46,520,819	47,800,033	47,800,033	49,800,000

2020-21: General Fund \$1.12

QCUF \$0.022

Bond Fund \$0.20

Total Levy \$1.342

2021-22: General Fund \$1.12

QCUF \$0.022

Bond Fund \$0.20

Total Levy \$1.342

Hastings Public Schools Safe Return to Learn Plan

The Hastings Public Schools will ensure continuity of services, including but not limited to services to address student's academic needs and students' and staff social emotional, mental health, and other needs, which may include student health and food services.

HPS was able to accomplish this in the 2020-21 school year by using a variety of strategies, many of which are listed below. Counselors, Teachers, School Administrators, and School Psychologist were instrumental in the mental health accommodations for both students and staff members. Some of the other strategies/procedures were:

1. Face Coverings:
 - A. Required for students and staff in 20-21 until May 16th
 - B. Recommended in all HPS buildings since 5-16-21

2. Social Distancing:
 - A. Used alternate lunch procedures and spaces to allow as much as possible.
 - B. Attempted to use outdoor classrooms as much as possible

3. Hand washing and respiratory etiquette.
 - A. Scheduled extra time for hand washing and sanitizing.
 - B. Made hand sanitizer available in almost every room in the district

4. Cleaning and maintaining healthy facilities.
 - A. Altered cleaning routines to schedule more time to clean surfaces more often such as door handles, desks, etc
 - B. Using enhanced HVAC products to improve the air quality.

5. Contact tracing in combination with isolation and quarantine.

HPS will continue to work with local health officials in determining the need for isolation and quarantine for both students and staff members.

6. Diagnostic and screening testing.
 - A. HPS will continue to ask parents to screen students at home prior to bringing them to school.
 - B. HPS will continue to ask staff members to self-screen before reporting for duty.

7. Efforts to Provide Vaccinations to school community
HPS already has and will continue to offer our facilities to be used as vaccination sites for students with parental consent as well as for staff members.

8. Appropriate accommodations for children with disabilities with respect to health/safety policies
Each student with a disability will have accommodations to meet their health and safety needs.

9. Coordination with State and local health officials.
HPS will continue to meet with and coordinate with State and local health officials and will be prepared to change operating procedures should the need arise. We will also continue to monitor the guidance given by the CDC.

“Ensuring Continuity of Services”

Hastings Public Schools will continue to ensure continuity of services, including but not limited to services to address students’ academic needs and students’ and staff’s social, emotional, mental health, and other needs, which may include student health and food services.

“Public Comment Requirements”

Hastings Public Schools sought public comment/feedback during multiple board meetings during the 20-21 school year as well as via phone calls and emails to the Administration. There will be continued opportunities for public feedback during the 21-22 school year as well (the district shall seek public comment for each six-month revision or revisions due to significant changes to CDC guidance). Anyone wishing to provide immediate feedback can do so by contacting Jeff Schneider, Superintendent, at 402-461-7511 or at jeff.schneider@hpstigers.org.

**RESOLUTION OF THE BOARD OF EDUCATION OF ADAMS COUNTY SCHOOL
DISTRICT NO. 01-0018, A/K/A HASTINGS PUBLIC SCHOOL DISTRICT REGARDING
THE FALL REOPENING AND RETURN TO SCHOOL**

BE IT RESOLVED THAT:

WHEREAS, for the past several months, various local, state, and national emergency orders, recommendations, guidance and directives have been issued regarding the COVID-19 global pandemic, including the Nebraska Department of Health and Human Services Directed Health Measure Order 2020-008 (dated April 1, 2020), which required that “All schools; public, private and parochial: are hereby ordered to cease all in-person instruction . . .;” and

WHEREAS, since the entry of Directed Health Measure Order 2020-008, the District has provided student instruction via remote or distance means; and

WHEREAS, since the end of the 2019-2020 school year, District administrators and staff members have worked diligently with key stakeholder groups, including public health officials and medical experts, to develop a plan to return to in-person student instruction during the 2021-2022 school year; and

WHEREAS, the evolving COVID-19 pandemic presents numerous challenges to developing a definitive return-to-school plan, given how the COVID-19 pandemic continues to rapidly develop in a fluid environment (including the possibility of a frequently updated “risk dial”); and

WHEREAS, the Board of Education supports the ongoing efforts to develop and implement a return-to-school plan, and the Board of Education believes that it is in the best interests of student learning that students return to in-person instruction during the 2021-2022 school year; and

WHEREAS, in order for the District to effectively and timely respond to the ever changing COVID-19 situation, the Board hereby desires to delegate certain authority and decision-making responsibility to the Superintendent or Superintendent’s designee so that the Superintendent or Superintendent’s designee may continue to plan for and ultimately implement without delay a return to in-person instruction during the 2021-2022 school year.

NOW, THEREFORE, the Board of Education hereby finds, determines, and adopts the following:

1. Ratification of Actions Taken to-Date. The Board of Education hereby ratifies, supports, and affirms all actions taken to-date by District administrators and staff in response to and planning for student instruction during the COVID-19 pandemic.

2. Delegation of Safety and Health Requirements. Pursuant to Neb. Rev. Stat. § 79-526, the Board of Education “shall make rules and regulations as it deems necessary for the government and health of the pupils and devise any means as may seem best to secure the regular

attendance and progress of children at school.” In fulfillment of that statutory requirement, and pursuant to all other applicable law, the Board of Education hereby expressly delegates to the Superintendent or Superintendent’s designee the authority to develop rules and regulations deemed necessary for the government and health of the District’s students and devise any means as may seem best to secure the regular attendance and progress of students at school. These rules and regulations may include a mask requirement or recommendation, sanitizing procedures, social distancing guidelines, building entry and admission protocols, and the like. In formulating, preparing, and implementing said rules and regulations, the Superintendent shall consult with appropriate stakeholder groups, including public health officials and medical experts.

In formulating, preparing and implementing such rules and regulations, the Board further expressly delegates and authorizes the Superintendent or Superintendent’s designee to develop and implement any and all other health and safety measures in response to the COVID-19 pandemic, including modifications or changes to the District’s 2021-2022 school calendar, transportation provisions and opportunities, extra-curricular and after-school activities, before-and-after-school care programs, and so forth.

By passage of this Resolution, the Board hereby expresses its expectation that all persons, including students, staff, community members, and other visitors comply with such rules and regulations.

3. Delegation of Student Handbook Provisions. The Board of Education hereby delegates to the Superintendent or Superintendent’s designee the authority to amend, update, or otherwise revise student handbooks for the 2021-2022 school year, so long as such amendments, updates, or revisions relate to the COVID-19 pandemic. Such amendments, updates, or revisions shall have the effect of rules and standards validly established pursuant to Neb. Rev. Stat. §§ 79-257, 79-259, 79-261, 79-262 and 79-264. Further, any such amendments, updates, or revisions (including a possible mask requirement) shall comply with Nebraska law, including Neb. Rev. Stat. §§ 79-734 and 79-2,127, *et seq.*

The Board expects students to comply with such amendments, updates, revisions and any other directives from District administrators and staff.

4. Delegation of Staff Handbook Provisions. The Board of Education hereby delegates to the Superintendent or Superintendent’s designee the authority to amend, update, or otherwise revise staff handbooks for the 2021-2022 school year, so long as such amendments, updates, or revisions relate to the COVID-19 pandemic. Such amendments, updates, or revisions shall have the effect of Board-approved expectations and directives. The Board further delegates to the Superintendent or Superintendent’s designee the authority to determine and implement staff return-to-work requirements, staff health and safety precautions, and, to the extent permitted by law, staff compensation arrangements, including the payment (or nonpayment) of extra duty stipends if a season or activity is cancelled due to the COVID-19 pandemic. The Board expects all staff to comply with such amendments, updates, and revisions.

5. Temporary Suspension of Board Policies and Delegation of Authority to Develop Rules. By passage of this Resolution, the Board hereby acknowledges that it has

balanced its desire for in-person student instruction with the fluid COVID-19 situation and the need for the District to achieve a proper balance with the limitations of the District's current budget, existing facilities, staffing levels, and limited resources. After balancing these competing interests, and to the extent permitted by law, the Board hereby suspends any Board policies that conflict with this Resolution or conflict with any action taken by the Superintendent or Superintendent's designee pursuant to this Resolution. Further, any Board policies that would otherwise prevent, hinder, or delay necessary action in carrying out or implementing the same in order to cope with the COVID-19 emergency are hereby waived and suspended. Once this Resolution expires, all Board policies (even those that conflict with this Resolution) will become and remain effective.

6. Decision-Making Process. The Superintendent and/or Superintendent's designee is expected to keep the Board reasonably informed of any meaningful actions taken pursuant to this Resolution.

7. Balancing Interests. The Board intends that the return to in-person instruction be implemented in a way that prioritizes the health and safety of students, families, and staff members. However, the Board acknowledges that a return to in-person instruction plan may mitigate, but will not completely eliminate, the associated risks of in-person instruction in the middle of the COVID-19 pandemic. As public health professionals have recognized, no single act or set of actions will eliminate the risk of COVID-19. The Board balances this risk while simultaneously recognizing that the need for quality, effective, in-person student instruction is a priority during the 2021-2022 school year. As a result, the Board has balanced these competing interests and has based its preference to return to in-person instruction on the Board's own unique and particular social, economic, and policy-making determinations.

8. Subsequent or Emergency Changes. The Superintendent or Superintendent's designee is hereby delegated and authorized to take any subsequent or emergency measures or actions in planning for or implementing a return to in-person student instruction and in response to the COVID-19 pandemic, including those measures that may not be explicitly referenced in this Resolution.

9. Subsequent Ratification. The Board intends to ratify the actions of the Superintendent or Superintendent's designee at a subsequent Board meeting.

10. Expiration. This Resolution, and all of the content, powers, delegation and authority therein, shall expire upon the earlier of: (1) a vote by a majority of the quorum of the Board or (2) the end of the 2021-2022 school year.

THIS RESOLUTION was adopted this ____ day of _____, 2021 by at least a majority vote of a quorum of the Board of Education at a duly held public meeting.

PRESIDENT, BOARD OF EDUCATION

SECRETARY, BOARD OF EDUCATION

Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
- 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and

- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. §§ 200, et seq.

Approved: 08/09/2021

Reviewed:

Revised:

HASTINGS PUBLIC SCHOOLS

Hastings Public Schools - SIS/SE/MTSS/OLR Subscription Pricing Summary

Nebraska V21e04

Synergy® Student Educational Platform	SUBSCRIPTION	SUBSCRIPTION
The following Edupoint Proprietary Products and associated documentation are licensed to Licensee pursuant to this Agreement:	182.5 days 6 months free	Year 2
Synergy® Student Information System		
Student Information	\$5,214	\$10,690
State Reporting for Nebraska (Included)		
ParentVUE, StudentVUE, & Streams (Included)	\$1,313	\$2,691
Online Student Registration (Included)	\$1,823	\$3,738
Wait-List / Lottery (Not in Bid)		
Master Schedule Builder (Not in Bid)		
Synergy® Learning Management System (LMS)		
TeacherVUE with Gradebook (Included)	\$3,045	\$6,242
LMS (Not in Bid)		
Assessment (Not in Bid)		
MTSS (Included)	\$5,014	\$10,279
One Roster Integration (Not in Bid)		
Synergy® Analytics		
Analytics (Not in Bid)		
Synergy® Special Education		
Student Special Ed (Included)	\$3,191	\$6,541
Synergy® Tools		
Video Conference Integration (Not in Bid)		
ST Tool Set (Object) & Appl Src Code (Not in Bid)		
Distance Learning for Synergy		
Distance Learning / Training Portal (Not in Bid)		
Sub-Total Synergy® Subscription License:	\$19,600	\$40,181
3rd Party Subscription Software		
- Test Item Bank (Not in Bid)		
- GradeCam (Not in Bid)		
Sub-Total 3rd Party Subscription License:	\$0	\$0
Hosting		
Premium Cloud Hosted by Edupoint 3rd Party Connections	Prorated 182.5 Days Year 1 \$5,095	Year 2 \$10,445
Premium Annual Services		
- Server Administration (Included)		
- Backup and Disaster Recovery (Included)		
- Systems Review (Included)		
- Release Management/Software Update (Included)		
Additional Annual Services		
- Service Level Agreement (SLA) not selected		
- 0 Systems Engineering Serv Bundle Days the first year		
- 0 Professional Service Bundle Days the first year		
- No User Conference Plan		
Sub-Total Premium Annual Services:	\$0	\$0
Professional Services		
Project Management (7 days)	\$11,025	
Train-The-Trainer (13 days)	\$17,550	
Data Conversion (8 days)	\$10,800	
External Interface/Integrations (5 days)	\$6,750	
All other Professional Services (28 days)	\$37,800	
Sub-Total Professional Services includes 61 days:	\$83,925	
Software Maintenance		
Software Maintenance	Included	Included
3rd Party Equipment & Software		
3rd Party Equipment, Software & Maintenance		
Total Cost		
	\$108,620	\$50,626
Year Three Subscription Cost		
	\$51,890	
Year Four Subscription Cost		
	\$53,188	
Year Five Subscription Cost		
	\$54,517	
TOTAL FIVE YEAR COST (excluding expenses)		
	\$318,841	

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 10/15/21. Sales tax is not included.
- Year 1 is the (12 Months) period beginning on the date of Contract Signing.
- This proposal was based on 7 Schools with 3,740 students.
- An expense estimate of \$23,764 has been provided. Professional Services will only be billed based on actual expenses incurred.

- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 8.9% discount applied to license fees.
- Professional Services has a 10.0% discount applied to all your professional services fees.
- Proposal includes data conversion services to convert 3 years of historical data.
- Escalation of 2.5% has been applied.

EDUPOINT SOFTWARE LICENSE AGREEMENT

SUBSCRIPTION

Version 20.0

This Edupoint Software License Agreement (“**Agreement**”) is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA (“**Company**”) and Hastings Public Schools, with offices located at 1924 West A Street, Hastings, NE 68901 (“**Licensee**”).

RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company’s sole discretion (the “**Edupoint Product**”), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company’s sole discretion (the “**Edupoint Value Add Products**”). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the “**Edupoint Products**”.
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the “**Subscription License**”).
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
 - Self-Hosting, wherein the Licensee, with Company’s assistance and support, installs the Edupoint Products in the Licensee’s data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
 - Application Hosting, Company provides application hosting services wherein all computing resources necessary to make the Edupoint Products’ enabled services available to the Licensee’s end users are located at a Remote Data Center of the Company’s choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee’s technical and product questions, (the “**Software Support Services**”).
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the “**Implementation Services**”).
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the “**Edupoint Services**”), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

1.0 Grant of License

1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

2.0 Ownership and Protection of Edupoint Products

2.1 Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the “**Confidential Information**”). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.

2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee’s business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.

2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.

2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.

2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company’s rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

3.0 Payment

3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

4.0 Indemnification and Warranty

4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint Products that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

4.2 Warranty

4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the “Warranty Period”) commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company’s published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company’s published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee’s sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided “as is” without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

7.0 Agreement Term and Termination

7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date").

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

7.2 Agreement Termination

This Agreement may be terminated as follows:

7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;

7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

7.3 Responsibilities in the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence.

7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

9.0 General Terms and Conditions

9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	Hastings Public Schools 1924 West A Street Hastings, NE 68901
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

10.0 Application Hosting Services

If Licensee will receive application hosting services through Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

14.0 Inclusions

- i. Exhibit A - Software Licenses
- ii. Exhibit B - Application Hosting Services
- iii. Exhibit C - Software Support Services
- iv. Exhibit D - Implementation Services
- v. Exhibit E – Software Source Code Escrow Services
- vi. Company's Business Expense Policy - Attachment 1
- vii. Standard Billing Rates - Attachment 2
- viii. Company's A La Carte Service Descriptions – Attachment 3
- ix. Non-employee/agent Access Consent Form – Attachment 4
- x. Change Management Procedures – Attachment 5
- xi. Data Center Infra. – Analysis and Doc. – Attachment 6

Exhibit A

SOFTWARE LICENSE

1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

LICENSING AND SERVICES FEES

EXHIBIT A - Software Subscription License Agreement Hastings Public Schools - SIS/SE/MTSS/OLR Total Cost by Product and Service

Nebraska V21e04

Synergy® Student Educational Platform <small>The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:</small>	Subscription License						Total
	Year 1	Year 2	Year 3	Year 4	Year 5		
Synergy® Student Information System							
Student Information	\$5,214	\$10,690	\$10,957	\$11,231	\$11,512	\$49,604	
State Reporting for Nebraska (Included)							
ParentVUE, StudentVUE, & Streams (Included)	\$1,313	\$2,691	\$2,758	\$2,827	\$2,898	\$12,487	
Online Student Registration (Included)	\$1,823	\$3,738	\$3,831	\$3,927	\$4,025	\$17,344	
Wait-List / Lottery (Not in Bid)							
Master Schedule Builder (Not in Bid)							
Synergy® Learning Management System (LMS)							
TeacherVUE with Gradebook (Included)	\$3,045	\$6,242	\$6,398	\$6,558	\$6,722	\$28,965	
LMS (Not in Bid)							
Assessment (Not in Bid)							
MTSS (Included)	\$5,014	\$10,279	\$10,536	\$10,799	\$11,069	\$47,697	
One Roster Integration (Not in Bid)							
Synergy® Analytics							
Analytics (Not in Bid)							
Synergy® Special Education							
Student Special Ed (Included)	\$3,191	\$6,541	\$6,704	\$6,872	\$7,044	\$30,352	
Synergy® Tools							
Video Conference Integration (Not in Bid)							
ST Tool Set (Object) & Appl Src Code (Not in Bid)							
Distance Learning for Synergy							
Distance Learning / Training Portal (Not in Bid)							
Sub-Total Subscription Software License	\$19,600	\$40,181	\$41,184	\$42,214	\$43,270	\$186,449	
3rd Party Subscription Software							
	Year 1	Year 2	Year 3	Year 4	Year 5	Total	
- Test Item Bank (Not in Bid)							
- GradeCam (Not in Bid)							
Sub-Total 3rd Party Subscription License	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Hosting							
		Prorated 182.5 Days	Year 2	Year 3	Year 4	Year 5	Total
Premium Cloud Hosted by Edupoint	Yes	\$4,770	\$9,779	\$10,023	\$10,274	\$10,530	\$45,376
3rd Party Connections	Yes	\$325	\$666	\$683	\$700	\$717	\$3,091
Sub-Total Hosting Service		\$5,095	\$10,445	\$10,706	\$10,974	\$11,247	\$48,467
Professional Services							
		Days	Unit Cost	List Cost	Discount %	Total	
Project Management (7 days)						\$11,025	
Train-The-Trainer (13 days)						\$17,550	
Data Conversion (8 days)						\$10,800	
External Interface/Integrations (5 days)						\$6,750	
All other Professional Services (28 days)						\$37,800	
Sub-Total Professional Services includes 61 days:						\$83,925	

Total Five Year Cost (excluding estimated expenses): \$318,841

EXHIBIT A - Continued
Payment Schedule by Product and Service

Payment for Edupoint Subscription License		Amount	Payable On	
1st Year Edupoint Subscription License		\$19,600	Due upon Contract Signing	
2nd Year Edupoint Subscription License		\$40,181	1 year after Contract Signing	
3rd Year Edupoint Subscription License		\$41,184	2 years after Contract Signing	
4th Year Edupoint Subscription License		\$42,214	3 years after Contract Signing	
5th Year Edupoint Subscription License		\$43,270	4 years after Contract Signing	
Total 5 Year Edupoint Subscription License		\$186,449		
Hosting		Amount	Payable On	
1st Year Hosting		\$5,095	Due upon Contract Signing	
2nd Year Hosting		\$10,445	1 year after Contract Signing	
3rd Year Hosting		\$10,706	2 years after Contract Signing	
4th Year Hosting		\$10,974	3 years after Contract Signing	
5th Year Hosting		\$11,247	4 years after Contract Signing	
Total 5 Year Hosting	Premium Cloud Hosted by Edupoint	\$48,467		
Payment Schedule for Professional Services		Percent	Amount	Payable On
Planning / Installation and Configuration		40%	\$33,570	Upon Phase Completion
Application Setup and Data Conversion required for Go-Live		20%	\$16,785	Upon Phase Completion
Core Team Training		20%	\$16,785	Upon Phase Completion
Interfaces and Production Deployment		15%	\$12,589	Upon Phase Completion
Post-Deployment		5%	\$4,196	Upon Phase Completion
Total Payment for Professional Services			\$83,925	

Note: Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

Total Five Year Cost (excluding estimated expenses): \$318,841

EXHIBIT A - Continued
Payment Schedule by Year

Detailed Payment Schedule	Amount	Total
Due Upon Contract Signing		
1st Year Edupoint Subscription License	\$19,600	
Premium Cloud Hosted by Edupoint	\$5,095	
1st Year Professional Services		
Payment Due		\$24,695
Due Upon Phase Completion		
Planning / Installation and Configuration	40%	\$33,570
Application Setup and Data Conversion required for Go-Live	20%	\$16,785
Core Team Training	20%	\$16,785
Interfaces and Production Deployment	15%	\$12,589
Post-Deployment	5%	\$4,196
Implementation Services Payment Due		\$83,925
Due 1st Year after Contract Signing		
2nd Year Edupoint Subscription License	\$40,181	
2nd Year Premium Cloud Hosted by Edupoint	\$10,445	
Payment Due		\$50,626
Due 2nd Year after Contract Signing		
3rd Year Edupoint Subscription License	\$41,184	
3rd Year Premium Cloud Hosted by Edupoint	\$10,706	
Payment Due		\$51,890
Due 3rd Year after Contract Signing		
4th Year Edupoint Subscription License	\$42,214	
4th Year Premium Cloud Hosted by Edupoint	\$10,974	
Payment Due		\$53,188
Due 4th Year after Contract Signing		
5th Year Edupoint Subscription License	\$43,270	
5th Year Premium Cloud Hosted by Edupoint	\$11,247	
Payment Due		\$54,517
Total Five Year Cost (excluding estimated expenses)		\$318,841

Pricing Notes:

- This pricing is considered an estimate, and is not a final quote until executed as part of a contract.
- This pricing is valid until 10/15/21. Sales tax is not included.
- Year 1 is the (12 Months) period beginning on the date of Contract Signing.
- This proposal was based on 7 Schools with 3,740 students.
- An expense estimate of \$23,764 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Subscription License has a 8.9% discount applied to license fees.
- Professional Services has a 10.0% discount applied to all your professional services fees.
- Proposal includes data conversion services to convert 3 years of historical data.
- Escalation of 2.5% has been applied.

EXHIBIT B

APPLICATION HOSTING SERVICES

1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

3.1 Included Services

3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment. Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

- 3.1.e Additional Software and Middleware
Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).
- 3.1.f Configuration and Setup
Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.
- 3.1.f.1 Restrictions
Licensee will have a limit as to the following configuration options in a hosted environment:
- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
 - Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.
- 3.1.g Edupoint will provide the following environment(s) to Licensee:
- 3.1.g.1 A production environment that includes access to all licensed modules;
- 3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;
- 3.1.h Edupoint Product Updates
Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CEs and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CEs, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

The following details the back-up plan in hosted environments.3.1.i.1

Backup frequency

- 3.1.i.1.i Full Back up once per week
- 3.1.i.1.ii Differential backup once per day
- 3.1.i.1.iii Transactional backup – every 15 minutes
- 3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.
- 3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.
- 3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.
- 3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.
 - 3.1.i.3.i Mission-critical includes administrative and teacher usage, not parents or students.
- 3.1.i.4 Recovery Time Objective is 24 hours

Optionally, backup data sets can be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure weekly downloadable backup data sets initiated from Licensee's local environment.

3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

3.2.a Hybrid Cloud Hosting

- (a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB). Additional (1) TB increments will be available with additional charge.
- (b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.
- (d) SQL Server High Availability options are available for an additional charge.
- (e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

3.2.b Dedicated Cloud Hosting

- (a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.
- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB). Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;
- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

7.0 Proprietary Rights

7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site.

7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

EXHIBIT C

SOFTWARE SUPPORT SERVICES

1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between Company and Licensee as of the Effective Date.

2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

3.1 BASIC MAINTENANCE AND SUPPORT PLAN

a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues Monday through Friday between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.

- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

4.0 Payment

4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

5.0 Major Outage

5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

5.3 Response Time for a Major Outage

- 5.3.a E-support response time – within two (2) hours.
- 5.3.b Phone support – within one (1) hour.

6.0 Non-Major Outage

6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

6.2 Response Time for a Non-Major Outage

- 6.2.a E-support response time – within two (2) business days.
- 6.2.b Phone support – within one (1) business day.

7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

EXHIBIT D

IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed as actually incurred not to exceed the GSA Guidelines.

3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3rd parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

6.0 Custom Development

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

7.0 Payment Terms

7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.



Exhibit E Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. (“Iron Mountain”), hereby acknowledge that _____ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number: 36742** with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement, as amended herein. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Noam Luft	Print Name	
Title	VP/CTO	Title	
Email Address	nluft@edupoint.com	Email Address	
Street Address	1955 S. Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name	Edupoint Educational Systems, LLC	Company Name	
Print Name	Christine Baumann	Print Name	
Title	Vice President of Finance & Administration	Title	
Email Address	cbaumann@edupoint.com	Email Address	
Street Address	1955 S Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description			Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

Edupoint License Agreement

<input checked="" type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.			<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

Attachment 1

BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

Attachment 2

STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

Job Functions	Rates
1) <u>EXECUTIVES</u>	\$2,000/Day
2) <u>SENIOR TECHNICAL EXPERTS</u>	\$2,000/Day
3) <u>PROJECT MANAGERS</u>	\$1,750/Day
4) <u>TECHNICAL EXPERTS</u>	\$1,500/Day
5) <u>SUBJECT MATTER EXPERTS</u>	\$1,500/Day
6) <u>DEVELOPERS</u>	\$1,500/Day
7) <u>DATA CONVERSION SPECIALISTS</u>	\$1,500/Day
8) <u>PRODUCT SPECIALISTS</u>	\$1,500/Day
9) <u>TRAINERS</u>	\$1,500/Day
10) <u>ADMINISTRATIVE SUPPORT</u>	\$750/Day

NOTE:

Travel Day

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

Expenses

All expenses will follow the guidelines set forth in Attachment 1.

Attachment 3

EDUPOINT'S A LA CARTE SERVICE DESCRIPTIONS

Version 1.3

Systems Review – Annual Service

Systems Review is a service for self-hosted districts which provides an annual review (1 to 2 days depending on district size) of the current hardware configuration and server farm maintenance process, to ensure proper ongoing configuration and enterprise level system performance.

System Review responsibilities are limited to the Licensee's server farm (production, test, and training environments sometimes collectively referred to as the "system(s)") and load balancer supporting the Edupoint Products and include:

- Analyze operating system logs, identify potential issues and recommend course of action.
- Perform audit of operation system configuration and review process of application of operating system updates.
- Developing recommendations for any necessary modifications to the composition and configuration of the server farm that are required to maintain satisfactory application software performance levels for end users. NOTE: This includes reviewing new application functionality (including Synergy functionality, 3rd party tools and integrated applications) put in use over the course of time since the last review or initial installation, which could require configuration changes in the server farm.
- Review disaster recovery plans.
- In depth review of database server – aka Database Server Health Check – to ensure proper maintenance plans are in place, review indexing schemes, review backup strategies, check throughput of disk subsystem (e.g. local disk arrays, SAN, etc.) and overall configuration of database equipment.
- Answering technical queries during review process.

Backup and Disaster Recovery – Annual Service

For self-hosted districts, the Licensee's Production database and environment Company will perform the following:

- Create and Maintain disaster recovery plan and executing plan in a disaster event.
- Ensure Licensee Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content for the purpose of off-site archival in the case of disaster recovery.
- Maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

Release Management – Annual Service

For self-hosted districts, all Production, Test and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- Written notice of application changes and modifications to screens or code;
- Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- Coordination of the implementation of the Change Event with the Licensee.

Process Consulting – As requested service

Company's process consulting services are available to Licensees, on a daily rate, which have completed the initial implementation of the new student information system and want to ensure that the system is being used in the manner necessary for the Licensee to gain maximum improvements in the daily work processes of school and district office staff. It is intended to answer questions such as:

- Are attendance clerks executing the daily and periodic attendance function in the most efficient manner, given the features and functions available in the new system?
- Are school principals fully using the information available via the new system to support their decisions regarding school operations and instructional effectiveness?
- Is district office staff fully utilizing the reporting and query capabilities of the new system to gain information needed for programmatic and departmental operations and management, or are they still asking schools to compile and report this information off-line?
- Are teachers fully utilizing the student and classroom management features of the new system's teacher portal and integrated grade book?

Company's process consultants will work with Licensee's school and district staff to identify work processes that are making less than full use of the new student information system, and then lead collaborative initiatives to intervene in these processes so that Licensee's school district gains maximum return on its SIS investment.

Deliverables:

- A process review report, with recommendations, covering the functional areas of the new SIS established as the scope of the Process Consulting engagement.
- An Intervention Plan which addresses the recommendations developed during the process review engagement.

Attachment 4

NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of _____, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> (“Contractor”) is providing services for <DISTRICT>, (“District”) in connection with Edupoint Educational Systems, LLC (“Edupoint”) Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated _____.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor’s business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor’s rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys’ fees and costs incurred in connection with enforcement of this Agreement.

Edupoint License Agreement

MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

Edupoint Educational Systems, LLC

<Company Name/Contractor>

<District>

Attachment 5

CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

Attachment 6

DATA CENTER INFRASTRUCTURE – ANALYSIS AND DOCUMENTATION

AKA Site Survey – Contract Reference Section 4.2.a (Version 17.0)

This process description and related forms are to be used by Edupoint staff when implementing SYNERGY under the **Self-Hosting** operating model..

The purpose of this site survey is to provide assurance that SYNERGY will operate reliably when installed in a client's data center under the **self-hosting** operating model, but with one significant difference.

- **Under the self-hosting operating model**, while Edupoint is expected to provide sound advice and technical assistance related to the sizing, configuration, and integration of the client-purchased SYNERGY-related computing resources into the client's data center, the ultimate responsibility (operational and financial) for ensuring that the SYNERGY-related computing resources are properly sized, configured, and integrated into a properly established data center infrastructure is the clients.

As per Section 4.2.a of Edupoint's Software License Agreement, the site survey can be performed by the client or an agent hired by the client, or at the client's request Edupoint will perform the site survey and bill the cost of the survey to the client as an additional charge. In any case, the completed site survey document establishes the baseline for the data center infrastructure. Edupoint must review the completed site survey document and either accept the survey as-is or prepare a report to the client noting the deficiencies within the data center infrastructure that the client must correct (at the client's expense) before Edupoint will install the SYNERGY-based SIS solution. Correction of deficiencies will be reflected upon the site survey, which will be signed off by both the client and Edupoint. Neither party will be allowed to modify the data center infrastructure after this sign-off without the concurrence of the other party.

The process steps for completing the site survey task are as follows:

1. Edupoint staff to prepare a preliminary configuration of the SYNERGY-based SIS solution, which is shared with the client.
2. Discuss the site survey with the client and determine how the client will complete the survey; self-survey, hire an agent to perform the survey, or ask Edupoint to complete for an additional cost (daily rate and travel expenses)?
3. Discuss with client and establish the target date for the completion of the survey.
4. When survey is complete, Edupoint staff to review the survey document, confirm the document's completeness and accuracy, note any deficiencies within the client's data center infrastructure, and determine the fit between the preliminary configuration of the SYNERGY-based solution and the client's data center infrastructure. Convey any deficiencies to the client and get agreement on the client's plan for correcting all noted deficiencies. Repeat this step if necessary.
5. Edupoint staff confirm resolution of all deficiencies and prepare the final version of the site survey, and get sign-offs by both client and Edupoint management staff. **Final configuration of the SYNERGY-based SIS solution and installation of the configuration cannot begin until the site survey is signed off.**

The elements that must be included within the site survey and the critical questions that must be answered are as follows:

- **Space** – Is there sufficient space within the data center to house the SYNERGY-based SIS solution?
- **Environmental Controls** – Are heat and humidity control systems sufficient to ensure reliable performance of the SYNERGY-based SIS solution and protect equipment from damage?
- **Electrical Power** – Are the quantity, quality, and distribution of electrical power within the data center sufficient to meet the needs of the SYNERGY-based SIS solution? Is there backup power sufficient to allow orderly shutdown of the SYNERGY-based SIS solution? Is there backup power generation capable of allowing ongoing operation of the SYNERGY-based SIS solution for protracted power outages?
- **Cable Routing** – Are there sufficient cable trays (either overhead or under raised flooring) to handle the cabling associated with the SYNERGY-based SIS solution?

- **Fire Protection** – Are there functioning smoke detectors for early warning of a developing fire? Are there fire suppression systems?
- **Security** – Is physical access to the data center adequately controlled?
- **Telecommunications Network** – What is the available capacity of routers and switches that transport traffic between servers and the outside world? What level of redundancy is built into the existing telecommunications infrastructure?
- **Data Center Management Tools** – What monitoring and management tools (software and/or hardware) are currently installed and in use in the client's data center?
- **Systems Administration Capacity** – What human resources are available to assist Edupoint in ongoing systems administration functions?
- **Disaster Recovery** – Is there a disaster recovery (aka business continuity) plan, and is it current and viable?

While in the final analysis the site survey must provide a definitive written answer to each of the above critical questions, the answer alone does not satisfy the requirements for the site survey. For each of the ten elements, documentation must either be secured or created that fully describes the current data center environment relative to each of the ten elements. This documentation will serve as the basis for the written analysis upon which the answer to each of the ten critical questions must be based.

Once the site survey is signed-off, a copy of the analysis and documentation must be secured by each party since it will serve not only as the foundation for Company's computing resources that will be installed in the data center, but also as the baseline for the resolution of future questions and/or disputes that may arise in the event system performance or reliability becomes an issue. Both parties must understand that neither party may unilaterally modify any element of the data center infrastructure, and that any modifications that are made by mutual agreement of both parties must be reflected in the baseline analysis and documentation.

Wellness Update

August 2021

Celebrations

- 2020-2021 Fun Run
 - Held a virtual run due to COVID
 - Had close to 300 participants (more than in previous years), many of which had not participated before
 - Plans are underway to hold the 2021-2022 Fun Run on Sept. 2, 2021
 - It was moved to a later date because it will be less chaotic than having it at the beginning of the year
 - We've met w/ the city & are finalizing a few things
 - The HPS Board of Education is welcome to participate
- Each building, including the District Administration building, developed three goals
 - These included one goal to address each area:
 - Physical Activity
 - Nutrition
 - Chronic Disease
 - Of the 24 goals, 88% were met (21/24)
 - Descriptions of the buildings' goals and outcomes are described in the attached PowerPoint
- Each building received \$800 to use towards meeting their goals
 - Additional funds were allocated to the PE & Music departments to support active wellness activities
 - Approximately \$9500 from wellness grants were spent to support buildings & programs
 - 60% were used towards student wellness (educations programs, activities, & equipment/materials)
 - 32% were used to promote staff wellness (challenges & incentives)
 - 7% were used as stipends for team stipends (building & district-level)

Next Year's Goals

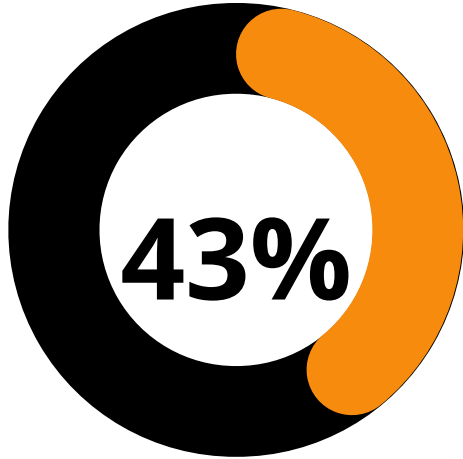
- Increase the focus on student wellness & involvement
- Supporting regular meetings at the building-level
- Improve communication with families regarding wellness
- Continue supporting building-level teams through professional learning opportunities



Successes from the 2020-2021 School Year



Staff Wellness



Goal: Over 50% completion of Elevate
-3 of the schools (43%) reached the
PHA Challenge: 55% or more of their
staff completed PHA by Dec 31st

Supporting Building-Level Teams

- Each of the 7 buildings had success in some way
- Each of the schools received \$800 to go towards their goals

Fun Run

- Held a virtual run due to COVID
- Had close to 300 participants (more than in previous years), many of which had not participated before



Continuing Education



- 50 Staff members participated in at total of 14 different continuing education opportunities

Watson



Physical Activity Goal

Collect Data on Number of Breaks Being Taken and Increase the Number of Breaks



Nutrition Goal

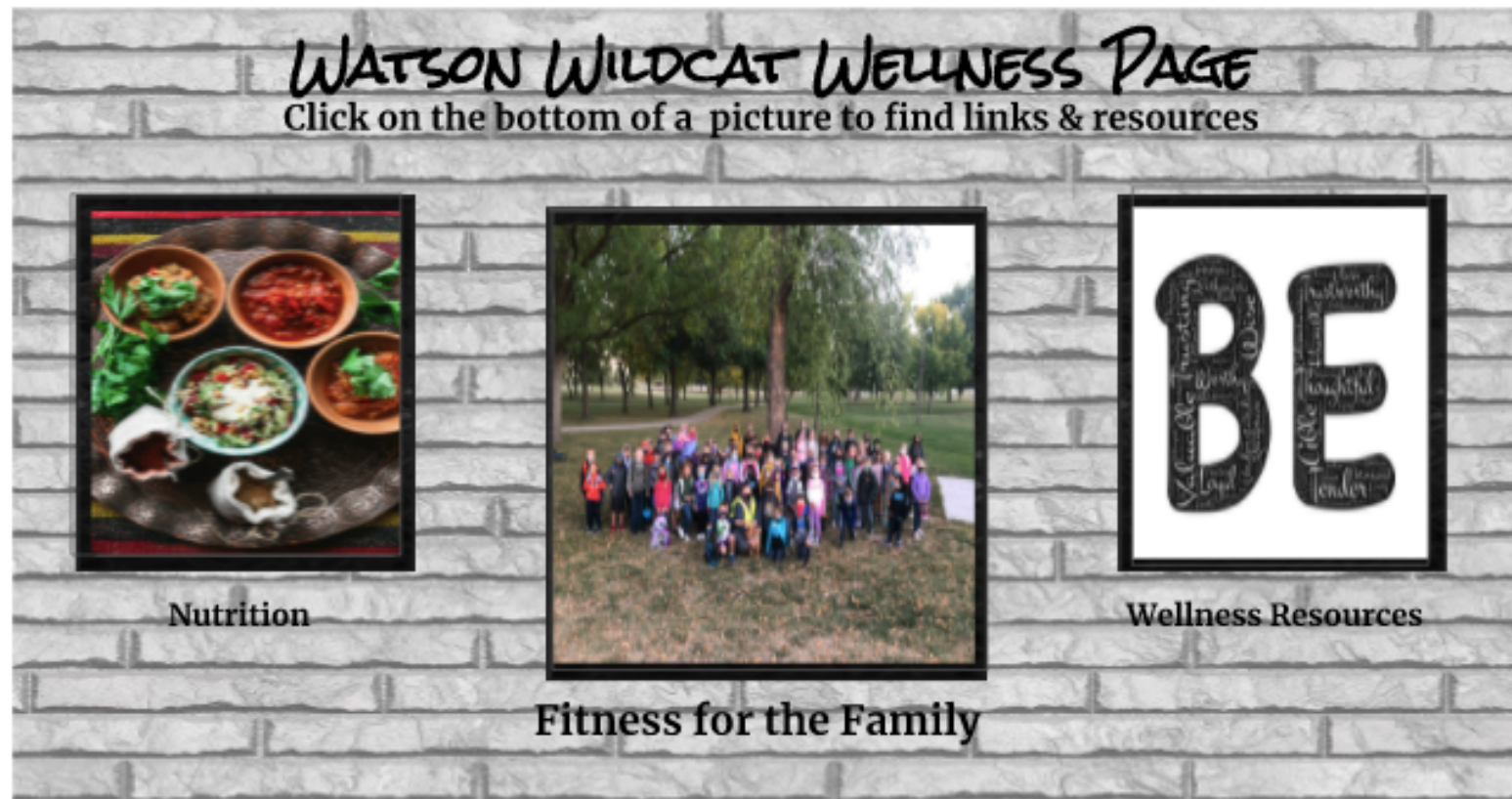
Create an interactive tool to communicate with parents / students / staff about nutrition and ways to be physically active outside of school



Chronic Disease Goal

Have a presenter educate students on the spread of germs

Watson's Nutrition Education Website Page



Implementing this was their nutrition goal.

Lincoln



Physical Activity Goal

Increase Physical Movement through School Events and In-Classroom Activities



Nutrition Goal

Host Staff Nutrition Challenges 3 Times During the 2021-2022 School Year



Chronic Disease Goal

Bring in a Presenter via Zoom from Children's in Omaha for allergies or obesity.

Lincoln's Physical Activity Events

- School-Wide Color Run
- Walk-to-School Day
- February Fitness Challenge



Longfellow



Physical Activity Goal

Improve students' movement opportunities before school by asking all students to walk instead of them just standing in line.



Nutrition Goal

Provide water bottles for all students to keep hydrated and healthy



Chronic Disease Goal

Provide Nutrition Opportunities and Education for Staff

Changes to Longfellow's Routine

- Students enjoyed being active and playing games before school instead of waiting in line
- Staff tried new teas and organic vegetable juices



Hawthorne



Physical Activity Goal

Implement Healthy Hawthorne monthly semester activities with 10% staff participation and schoolwide semester activities with 20% student participation



Nutrition Goal

Encourage Trying New Foods

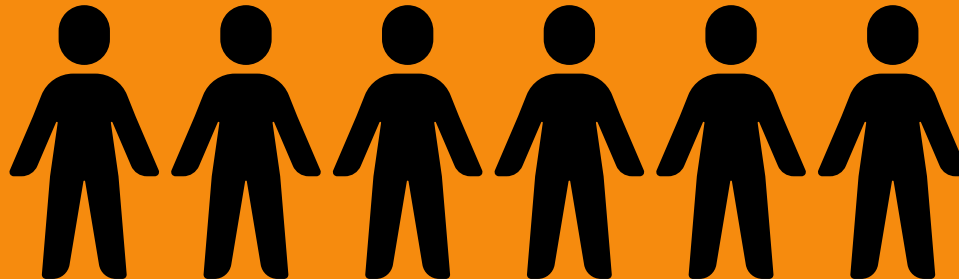


Chronic Disease Goal

- Give Healthy Tips Daily in the Video Announcements
- Use Circle time to increase SEL and healthy habits

Healthy Hawthorne

- Staff and Students met participation goals for monthly school-wide wellness activities
- 6 Staff Members filled out their full bingo board for 2nd Semester Fitness Bingo Challenge



Alcott



Physical Activity Goal

Increase Physical/Mental Health By:

- Social Emotional activities with students
- Morale activities and challenges with staff



Nutrition Goal

Provide a nutritional link to snack idea/information on our website once a month and encourage students/staff to try new foods and eat healthy.



Chronic Disease Goal

- Post signs in bathrooms
- Talk with students about the importance of hygiene, wearing a mask, and washing hands.

Alcott's Skill of the Week

Alcott implemented teaching a different wellness skill each week into their classroom curriculum so all students learned wellness skills on a regular basis.



Middle School



Physical Activity Goal

National walk day 80% percent participation,
Wednesday walk day 50% participation



Nutrition Goal

Provide Visual Nutritional References



Chronic Disease Goal

- Promote General Hygiene Through:
- Monthly discussions and incorporating it into health class curriculum
- Hang Flyers around the school

Hastings Middle School's National Walk Week



96% of students participated in
National Walk Week

Senior High



Physical Activity Goal
Have Different Activity Challenges throughout the year with prizes awarded for participation



Nutrition Goal

- Have Different Nutrition Challenges Throughout the Year.
- Post Healthy Recipes
- Provide Healthy Snacks for Staff



Chronic Disease Goal

- Post Signs about Washing Hands/Wearing Masks
- Celebrate Successes/Staff Positivity
- Donate hygiene supplies

HHS Health Promotion Activities

STUDENTS
are
NUTS,
HHS EMPLOYEES
are
SWEET!
Mix them up for the
Perfect
TREAT!

Peanuts are as popular as they are healthy. They're an excellent plant-based source of protein and high in various vitamins, minerals, and plant compounds. They can be useful as a part of a weight loss diet and may reduce your risk of both heart disease and gallstones.



Love, The HHS Wellness Team
(Christy, Tarah, Chanda, Scott,
Elizabeth, and Ashley C.)



HOW TO HELP
STOP THE SPREAD
OF GERMS!

- *WASH YOUR HANDS OFTEN
- *WEAR A CLEAN MASK EVERY DAY
- *SHOWER AT LEAST 3-4 TIMES PER WEEK

Doing these simple things can keep you healthier all year long!

BROUGHT TO YOU BY:
HASTINGS HIGH SCHOOL WELLNESS TEAM

We are just
CHEX-ing
in to see how you
are doing.



we hope you have
a wonderful
end to the semester
and a relaxing
semester break!

←→
The ideal **snack** contains three key nutrients: fiber, protein and healthy fat. This **snacking trifecta** keeps you full longer and stabilizes blood sugar levels, helping to keep cravings at bay.



HHS Wellness Team

Ashley C., Christy, Chanda, Elizabeth S., Scott, & Tarah

Admin Office



Physical Activity Goal

Increase Physical/Mental Health By:

- Social Emotional activities with students
- Morale activities and challenges with staff



Nutrition Goal

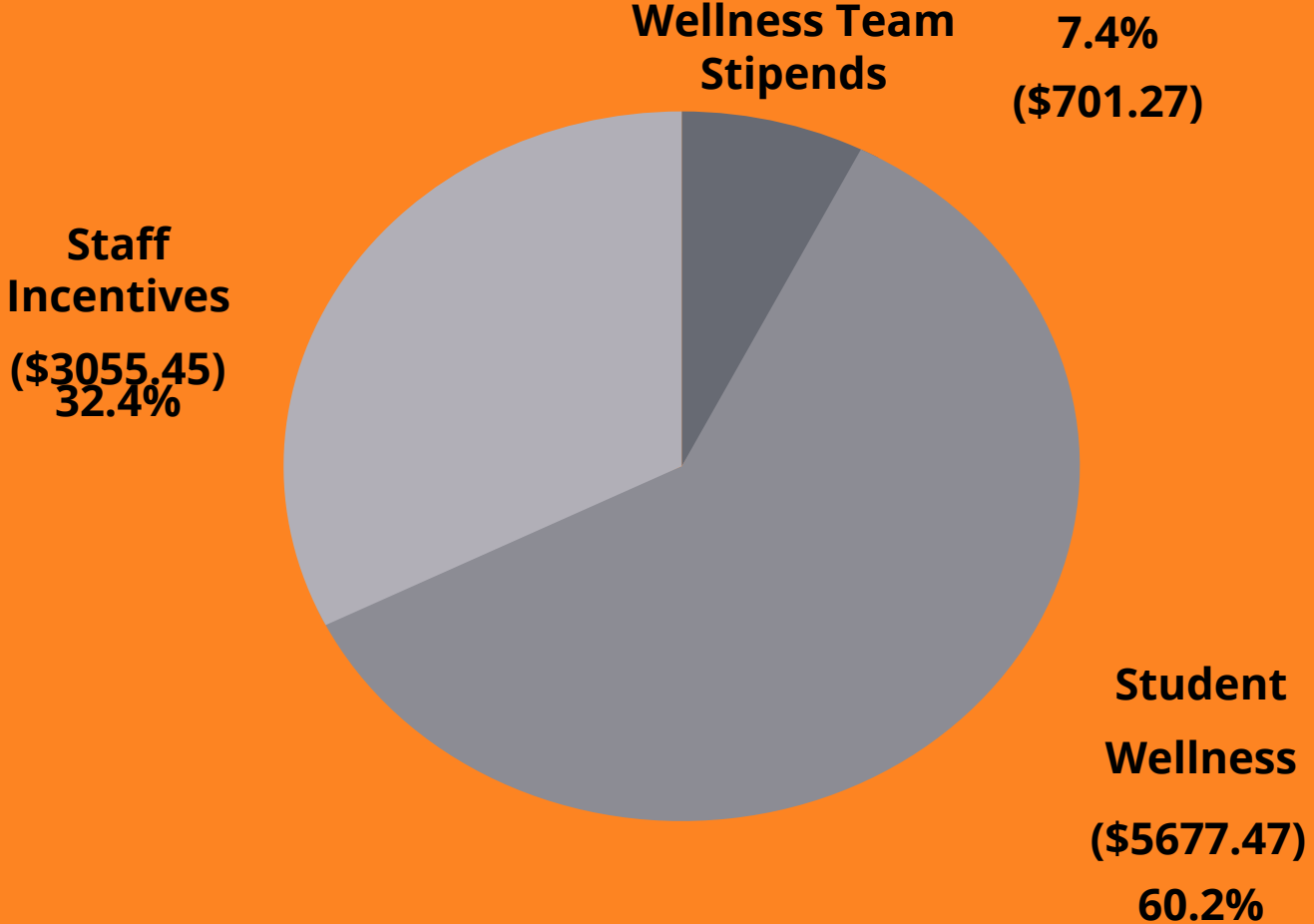
Wellness Wednesdays



Chronic Disease Goal

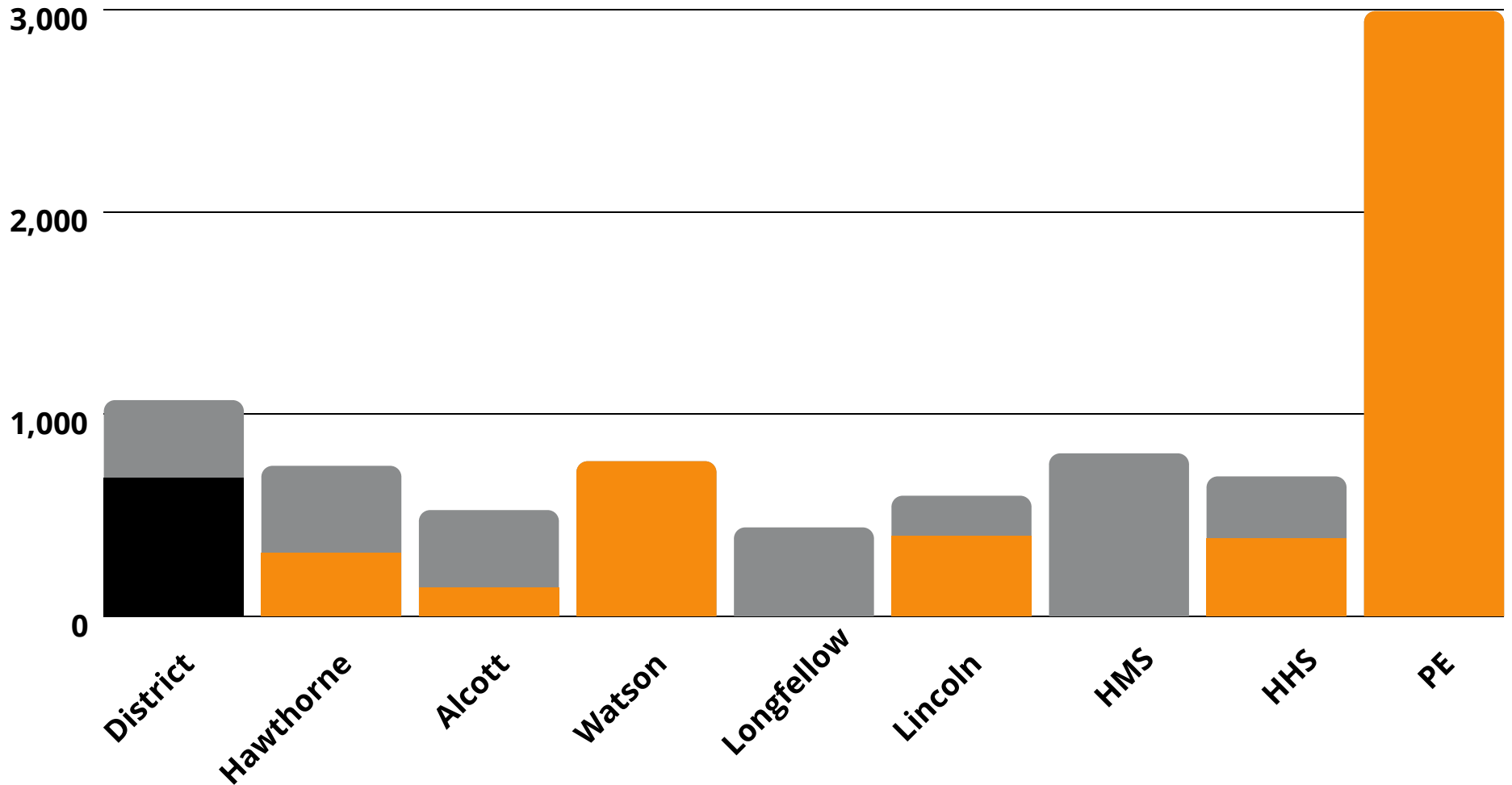
Wear masks outside of personal work spaces

Breakdown of Funds Spent



Total Spent: \$9434.19

Breakdown of Funds Spent by Each School



Next Year's Goals:

- **More student focus and involvement**
- **More organized and regular team meetings at the building levels**
- **More communication with families**
- **Continue supporting building level teams through professional development.**



PARENTAL INVOLVEMENT IN THE SCHOOLS

It is the policy of the Hastings Public Schools, District No. 18, to encourage parental involvement and participation in the School District and to provide parents with access to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District that educational decisions of the professional staff, administration, and Board of Education take into consideration when, and to the extent they deem appropriate, information from parents as to any concerns, objections, or other information such parents would wish to provide to the School District concerning parents' access, involvement, and participation in all activities of the school as it relates to the students of the District.

This policy and any corresponding policy and/or rule shall be reviewed annually by the Board of Education.

Cross Reference:	507.01	Student Records Access
	611.01	Student Progress Reports
	1002	District Annual Report
	1005.01	Public Complaints

Approved 12-16-02 Reviewed 8-18-03, 8-16-04, 8-15-05, 8-21-06, 8-20-07,
8-18-08, 8-17-09, 07-19-10, 7-14-11, 7-12-12 Revised _____

HASTINGS PUBLIC SCHOOLS

PARENT AND FAMILY ENGAGEMENT

The Parent and Family Engagement Policy has been adopted to encourage parental and family involvement with the school. This policy reflects the input of parents. It is to be updated annually and distributed to parents and family members in an understandable and uniform format. Given this policy, the following policies, rules, and regulations shall apply:

1. In the event any parent has a complaint or objection to any instructional materials, the procedures of Policy 606.03 shall be followed. Parents shall be provided, upon request, a listing of textbooks, standardized tests, and copyrighted curriculum materials that will be used with reference to their child during the current or upcoming year. Teachers shall also, upon request, discuss curriculum and the use of presentations by non-district personnel planned for the student with the parents.
2. It shall be the practice of the District, upon reasonable advance request by parents to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parents to be in attendance at such activities, unless such attendance would substantially interfere with a legitimate school interest. (See Board of Education Policy 1005.07 and 1005.08). Notice of field trips shall be provided according to the provisions of Administrative Rule 607.05.
3. It shall be the practice of the District to encourage communications from parents concerning when they believe it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parents may find objectionable. Provisions for such may be found under Policy 504.01.
4. At the beginning of each school year, if the District receives Title I funding, the District shall notify parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request, and in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
 - (A) Whether the student's teacher –
 - (1) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - (2) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - (3) is teaching in the field of discipline of the certification of the teacher.

(B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.

5. At the beginning of each school year, if the District receives Title I funding, the District shall notify parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request, and in a timely manner, information regarding any State or District-wide assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District-wide assessment, including: the subject to be assessed; the purpose for which the assessment is designed and used; the source of the requirement for the assessment; the amount of time students will spend taking the assessment; the schedule for the assessment; and the time and format for disseminating results.
6. Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial, or ethnic minority background or are migratory children. The District will also inform parents of opportunities to participate in various school programs as set forth in the ESSA, in a language the parents can understand.
7. It shall be the practice of the District to provide full access to the records of students to parents, all as set forth in P.L. 79-2, 104, the Federal Education Right to Privacy Act, other applicable law, and the provisions of Board of Education Policy 507.01, during regular business hours of the school.
8. It shall be the practice of the District to notify the parents of any student who may be subjected to a standard norm-referenced and to notify the parents, when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments, and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student shall be prohibited unless the parents consent in writing that such tests be administered to their child.

9. Prior to any school-sponsored survey being administered to the students of the District, it shall be the duty of the Superintendent or his/her designee to notify the parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which the results of the survey will be used from the school's perspective. Parents may excuse their child from participation in the survey by using the provisions of Policy 504.01.
10. Parents of children attending schools receiving Title I funding are to be involved in the planning, review, evaluation and improvement of the Title I Program, the Parent and Family Engagement Policy, and the School-Parent Compact at an annual parent meeting.
11. The District will coordinate and integrate parental involvement programs and activities with other federal, state and local programs that encourage and support parents in more fully participating in the education of their children.

Legal Reference: ESSA

Approved 12-16-02 Reviewed 8-18-03, 8-16-04, 8-15-05, 8-21-06, 8-20-07, 8-18-08, 8-17-09, 07-19-10, 06-20-11, 7-17-17, 11-20-17, 12-18-17 Revised 07-19-10, 07-18-11, 7/17/17, 12-18-17

HASTINGS PUBLIC SCHOOLS



Carmichael Construction L.L.C.
 1012 West 18th Street
 P.O. Box 64
 Hastings, Nebraska 68902-0064
 Phone: (402) 463-1353 • Fax (402) 463-4057

CHANGE ORDER

TO: CMBA- MATT BENNETT

Phone	Date 6-1-21
Job Name/Location MORTON SCHOOL	
Job Number	Job Phone
Existing Contract No.	Date of Existing Contract

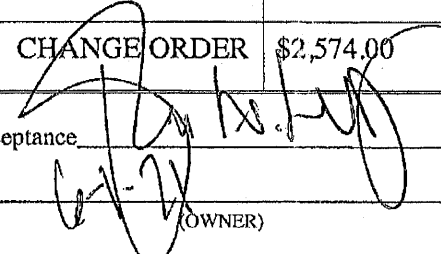
Change order per PR 3

- Provide all work for elevator Fire Curtains -Both Floors \$2,205.00
- Provide electrical power to Doors 100A, 101A, 106A, 113B,136B, AND153A.

Total with Profit, overhead and bond ADD \$2,574.00

- Note: Only the items listed above are included in this change order

Note: This Change Order becomes part of and in conformance with the existing contract.

DATE 6/1/21		
AUTHORIZED SIGNATURE (CONTRACTOR) Brad Hamburger		CHANGE ORDER \$2,574.00
ACCEPTED-The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.	Date of acceptance	Signature:  (OWNER)



ZIEMBA ROOFING COMPANY

806 West 17th Street • P.O. Box 2043
Hastings, Nebraska 68902-2043
(402) 462-8382 • FAX (402) 463-6179

Proposal

Date:
May 21, 2021

To: Carmichael Construction
Attn: Brad

Project Name / Location:
HPS - Morton School
PR #4
Removing Vapor Barrier

Remove roof deck vapor barrier for the reroof areas only.

Labor: \$3,850.00
Material: \$11,350.00

Deduct: \$15,200.00

We propose hereby to furnish material and labor in accordance with above specifications, for the sum of:

As Stated Above

Dollars

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Authorized Signature: _____

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete the work as specified.

Date of Acceptance: _____

May 21, 2021

Authorized Signature: _____



Carmichael Construction L.L.C.
 1012 West 18th Street
 P.O. Box 64
 Hastings, Nebraska 68902-0064
 Phone: (402) 463-1353 • Fax (402) 463-4057

CHANGE ORDER

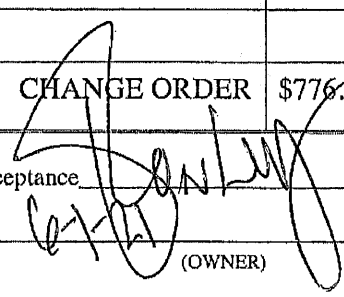
TO: CMBA- MATT BENNETT

Phone	Date
	6-1-21
Job Name/Location	
MORTON SCHOOL	
Job Number	Job Phone
Existing Contract No.	Date of Existing Contract

Change order per PR 7 – ADD WINDOW
 #5

- Window Frame - \$665.00
- Glass – No Charge
- Paint – No Charge
-
- Total with Profit, overhead and bond ADD \$776.00
- Note: Only the items listed above are included in this change order

Note: This Change Order becomes part of and in conformance with the existing contract:

DATE 6/1/21		
AUTHORIZED SIGNATURE (CONTRACTOR) Brad Hamburger		CHANGE ORDER \$776.00
ACCEPTED-The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.		Date of acceptance _____ Signature:  (OWNER)



Carmichael Construction L.L.C.
 1012 West 18th Street
 P.O. Box 64
 Hastings, Nebraska 68902-0064
 Phone: (402) 463-1353 • Fax (402) 463-4057

CHANGE ORDER

TO: CMBA- MATT BENNETT

Phone	Date
	6-1-21
Job Name/Location MORTON SCHOOL	
Job Number	Job Phone
Existing Contract No.	Date of Existing Contract

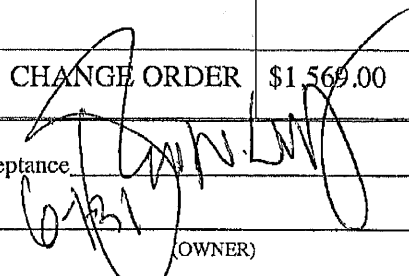
Change order per PR 8
 #6

- Essink Bros - \$1,090.00
- Kucera Ptg. - \$154.00
- Casework - \$100.00

Total with Profit, overhead and bond ADD \$1,569.00

- Note: Only the items listed above are included in this change order

Note: This Change Order becomes part of and in conformance with the existing contract.

DATE 6/1/21	
AUTHORIZED SIGNATURE (CONTRACTOR) Brad Hamburger	CHANGE ORDER \$1,569.00
ACCEPTED-The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.	Date of acceptance _____ Signature:  (OWNER)

PERSONNEL

Classified Resignation(s) - Kelin Guzman, Denise Kamper, Amanda Kusek, Margaret Olsen

The administration recommends acceptance of the following Classified resignation(s):

Kelin Guzman resigned from EL Paraeducator position at Middle School effective immediately.

Denise Kamper resigned from CNA/Med Aide position at Hawthorne effective immediately.

Amanda Kusek resigned from Library Paraeducator position at Watson effective immediately.

Margaret Olsen resigned from Special Education-ED Paraeducator position at Middle School effective immediately.

Classified Staff Transfer(s) – Margaret Jorgensen, Penny Snell, Ann Wolf

The administration recommends acceptance of the following Classified transfer(s):

Margaret Jorgensen from Special Education Paraeducator position to Library Paraeducator position at Watson to replace Amanda Kusek who resigned. Ms. Jorgensen's wage will remain the same according to the 2021-22 classified salary schedule.

Penny Snell from Food Service to Special Education Skills 3 Paraeducator position at Middle School to replace Dawn Meyers who transferred to another position in 2020. This position went unfilled for 2020-21. Ms. Snell's wage will remain the same according to the 2021-2022 classified salary schedule.

Ann Wolf from Library Paraeducator position at Hawthorne to Special Education Skills 3 Paraeducator position at Senior High to replace Benjamin Larson who resigned. Ms. Wolf's wage will be adjusted for the new assignment according to the 2021-2022 classified salary schedule.

Classified Staff Appointments – Tabetha Bradford, Dianna Hansen, Abigail Hoins, Jaqueline Lugo Aviles, Proscovia Mills, Laura Morris, Marissa Naegle, Dan Rayburn, Kalee Reems, Whitney Schneider, Kristi Schutte, Lidia Tucker

The administration recommends the following Classified appointment(s):

Tabetha Bradford to Special Education Paraeducator Skills 3 position at High School to replace Rachel Lemirand who resigned. Ms. Bradford will be paid the starting wage for Special Education Skills Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Bradford is attached.

Dianna Hansen to School Nurse position to replace Charlotte Barrientez who resigned. Ms. Hansen will be paid the starting wage for School Nurse according to the 2021-2022 classified salary schedule, with adjustment for education and/or prior experience. Information about Ms. Hansen is attached.

Abigail Hoins to Special Education Paraeducator position at Middle School to replace Melissa Cowling who resigned. Ms. Hoins will be paid the starting wage for Special Education Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Hoins is attached.

Jaqueline Lugo Aviles to Special Education Paraeducator Skills 3 position at High School to replace Linda Walsh who retired. Ms. Lugo Aviles will be paid the starting wage for Special Education Skills Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Lugo Aviles is attached.

Proscovia Mills to Special Education Paraeducator position at Watson to replace Margaret Jorgensen who transferred to a new position. Ms. Mills will be paid the starting wage for Special

Education Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Mills is attached.

Laura Morris to Special Education Paraeducator Skills 3 position at High School to replace Cynthia Schutte who retired in 2020. Ms. Morris will be paid the starting wage for Special Education Skills Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Morris is attached.

Marissa Naegele to Bus Monitor position in Transportation to replace Marilyn Evans who resigned. Ms. Naegele will be paid the starting wage for Bus Monitor according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Naegele is attached.

Dan Rayburn to 12-month Bus Driver/Maintenance position in Transportation to replace a staff member who passed away. Mr. Rayburn will be paid the starting wage for Bus Driver according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Mr. Rayburn is attached.

Kalee Reams to new SEBL Paraeducator position at Hawthorne. Ms. Reams will be paid the starting wage for Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Reams is attached.

Whitney Schneider to CNA/MedAide position to replace Denise Kamper who resigned. Ms. Schneider will be paid the starting wage for CNA/MedAide according to the 2021-2022 classified salary schedule, with adjustment for education and/or prior experience. Information about Ms. Schneider is attached.

Kristi Schutte to Senior High Secretary position at High School to replace Ronna McEntee who retired. Ms. Schutte will be paid the starting wage for Senior High Secretary according to the 2020-2021 classified salary schedule, with adjustment for education and experience. Information about Ms. Schutte is attached.

Lidia Tucker to Special Education Paraeducator Skills 2 position at Hawthorne to replace Haley Tryon who transferred to a new position. Ms. Tucker will be paid the starting wage for Special Education Skills Paraeducator according to the 2021-2022 classified salary schedule, with adjustment for education and experience. Information about Ms. Tucker is attached.

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Tabetha Bradford

Special Education Paraeducator Skills 3
High School

EXPERIENCE:

Maryland Living Center - Hastings, NE
Americorps
11/20/2020 - present

McDonalds -Hastings, NE
Cook
04/15/2013 - 11/16/2020

EDUCATION:

Paralegal Certificate
Metropolitan Community College - Omaha, NE

Diploma
Harvard Public High School - Harvard, NE

SALARY: \$12.25/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Dianna Hansen

School Nurse
Districtwide

EXPERIENCE:

JBS
Grand Island, NE
LPN / Health Nurse
07/2018 - present

APPS
Grand Island, NE
LPN
10/2017 - present

Haven Home / Premier Estates
Kenesaw, NE
LPN
2004 - 2008, 2017 - 2018

EDUCATION:

Bachelor's of Science in Organizational Management
Colorado Christian University - Colorado Springs, CO

LPN
Central COmmunity College – Grand Island, NE

Diploma
Hastings Senior High School – Hastings, NE

SALARY: \$21.00/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Abigail Hoins

Special Education Paraeducator
Middle School

EXPERIENCE:

Hastings Pac2 - Hastings, NE
Childcare Provider
11/16/2020 - 06/02/2021

JBS
QA
03/23/2020 - 06/10/2020

EDUCATION:

Diploma
Doniphan Trumbull High School - Doniphan, NE

SALARY: \$10.75/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Jaqueline Lugo Aviles

Special Education Skills 3 Paraeducator
High School

EXPERIENCE:

McDonald's - Hastings, NE
Manager
06/01/2020 - 01/01/2021

Lux Travel Nurse
08/01/2017 - 06/01/2019

EDUCATION:

Diploma
West Point-Beemer Sr. High School - West Point, NE
North East Community College - currently enrolled in
Elementary Education.

SALARY: \$12.25 /hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Proscovia Mills

Special Education Paraeducator
Watson

EXPERIENCE:

Whataburger – Haslet, TX
Crew Member
11/2020 - 06/2021

Childcare – Hastings, NE and Uganda

EDUCATION:

GED
Haslet, TX

SALARY: \$10.50/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Laura Morris

Special Education Paraeducator Skills 3
High School

EXPERIENCE:

Hastings Irrigation Pipe Co – Hastings, NE
Receptionist
06/15/2020 - 11/27/2020

Hastings Public Schools - Hastings, NE
Special Education Paraeducator
08/01/2017 - 07/01/2020

EDUCATION:

Associates Degree
Hastings Central Community College - Hastings, NE

Diploma
Lexington High School - Lexington, NE

SALARY: \$13.00/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Marissa Naegele

Bus Monitor
Transportation

EXPERIENCE:

Mary Lanning Health-Care - Hastings, NE
Housekeeper
02/22/2021 - 07/08/2021

EDUCATION:

Diploma
Hastings High School - Hastings, NE

SALARY: \$10.50/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Dan Rayburn

Bus Driver / Maintenance
Transportation

EXPERIENCE:

Jacobi's Carpet One - Hastings, NE
Warehouse
09/01/2020 - 07/06/2021

Eakes Office Solutions - Hastings, NE
Delivery Driver
07/01/2019 - 07/01/2020

Matthews International - Hastings, NE
Delivery Driver / Warehouse
06/01/2018 - 07/01/2019

EDUCATION:

Bachelor of Science in Ag Economics
University of Nebraska - Lincoln, NE

Diploma
Gibbon Public Schools -Gibbon, NE

SALARY: \$14.00/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Kalee Reams

SEBL Paraeducator
Hawthorne

EXPERIENCE:

Kearney Public Schools - Kearney, NE
Special Education Paraeducator
08/11//2020 - 07/03/2021

Encore Performing Arts Center - Kearney, NE
Dance Instructor
10/02/2020 - 07/03/2021

EDUCATION:

Currently enrolled in Elementary Education
Doane University - Crete, NE

Bachelor of Arts in Sociology
University of Nebraska - Kearney, NE

Diploma
Adams Central Sr High School - Hastings, NE

SALARY: \$11.50/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Whitney Schneider

CNA / Med Aide
Districtwide

EXPERIENCE:

Edgewood - Hastings, NE
CNA/CMA
05/2019 - 07/2021

EDUCATION:

Diploma
Adams Central Sr. High School - Hastings, NE

SALARY: \$13.50/hour

NEW CLASSIFIED APPOINTMENT FOR 2020-2021

Kristi Schutte Senior High Secretary
High School

EXPERIENCE:

K & G Plumbing & Heating - Hastings, NE
Administrative Assistant
01/20/2021 - 06/03/2021

Goodwill of Greater Nebraska - Hastings, NE
Case Manager / Direct Care Professional
08/26/2019 - 01/14/2021

The Bridge - Hastings, NE
Direct Care Staff
09/18/2018 - 06/04/2019

EDUCATION:

Diploma
Grand Island Senior High School - Grand Island, NE

Studied Exercise Science
University of Nebraska - Kearney, NE
University of Nebraska - Omaha, NE

SALARY: \$10.50/hour until 8/9/21
 \$12.50/hour after 8/10/21

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Lidia Tucker

Special Education Paraeducator Skills 2
Hawthorne

EXPERIENCE:

EDUstaff - Grand Rapids, MI
Paraeducator
08/2018 - 03/2020

Sycamore Glen Health - Miamisburg, OH
Nurse Aide
08/2016 - 01/2017

Academy Health Service - Dayton, OH
Nurse Aide
04/2016-09/2016

EDUCATION:

Diploma
Gaston Faraudo P. - Gran Estacion Bahia B, Panama

SALARY: \$12.75/hour

NEW CLASSIFIED APPOINTMENT FOR 2021-2022

Abigail Hoins

Special Education Paraeducator
Middle School

EXPERIENCE:

Hastings Pac2 - Hastings, NE
Childcare Provider
11/16/2020 - 06/02/2021

JBS
QA
03/23/2020 - 06/10/2020

EDUCATION:

Diploma
Doniphan Trumbull High School - Doniphan, NE

SALARY: \$10.75/hour