

This SaaS Contract ("this Agreement") is made and entered into this date May 30, 2024 by and between Coeur d'Alene School District No. 271 ("the District") and School Data Solutions, Inc. ("SDS") for the provisions of services as more specifically described below:

1. SERVICES TO BE PROVIDED: SDS is providing the District with access to online applications. These applications are enhanced periodically. Included in this Agreement are all enhancements to specified application and or modules. No module is included in the subscription unless specifically stated. SDS retains all intellectual and moral property rights to work product offered as a subscription. The District shall not do anything to impede SDS's intellectual or moral property rights.

2. CONTRACT TERM: The term of this Agreement shall be from July 1, 2024 through June 30, 2026 unless otherwise terminated pursuant to this Agreement. This Agreement allows for an optional two-year renewal to extend this Agreement from July 1, 2026 through June 30, 2028. The District shall provide at least 30 days' notice whether the District intends to exercise this optional renewal.

3. COMPENSATION: In consideration of the subscriptions and services rendered as described in this Agreement, the District agrees to pay SDS as follows.

For subscription to *SchoolData.net Homeroom* Instructional Management System:

- From July 1, 2024 through June 30, 2025, payment of \$5.00 per student* is due July 1, 2024.
- From July 1, 2025 through June 30, 2026, payment of \$5.00 per student* is due July 1, 2025.

*Fee based on student enrollment for the previous school year.

For *Homeroom Data Loading Service*:

- From July 1, 2024 through June 30, 2025, payment of \$1,650.00* is discounted in full.
- From July 1, 2025 through June 30, 2026, payment of \$1,650.00* is due July 1, 2025.

*Fee based on Data Loading Order Form on file at the time of invoicing.

For subscription to *SchoolData.net Educator Evaluations*:

- From July 1, 2024 through June 30, 2025, payment of \$25.00 per educator* is due July 1, 2024.
- From July 1, 2025 through June 30, 2026, payment of \$25.00 per educator* is due July 1, 2025.

*Fee based on FTE certificated employees for the previous school year.

For subscription to *SchoolData.net Notification Letters* with limited use only:

- From July 1, 2024 through June 30, 2025, payment of \$5,000.00 is due July 1, 2024.
- From July 1, 2025 through June 30, 2026, payment of \$5,000.00 is due July 1, 2025.

For subscription to *SchoolData.net Professional Development System*:

- From July 1, 2024 through June 30, 2025, payment of \$5,175.00 is due July 1, 2024.
- From July 1, 2025 through June 30, 2026, payment of \$5,175.00 is due July 1, 2025.

4. INDEPENDENT CONTRACTOR STATUS: It is specifically understood that SDS, its employees and agents are contracting with the District as an independent contractor. The District shall not be responsible for withholding or paying any taxes on behalf of SDS or SDS's employees or agents.

5. CRIMINAL RECORDS CHECK: In the event SDS or any of SDS's agents, employees, or applicants for employment will have regularly scheduled unsupervised access to children and/or hire employees who will have regularly scheduled unsupervised access to children, SDS shall require a record check through the Washington State Patrol criminal investigation system under RCW 43.43.830-43.43.834, 10.97.030 and 10.97.050, and through the Federal Bureau of Investigation before hiring the employee. The record check shall include a fingerprint check using a complete Washington State criminal identification fingerprint card. SDS shall provide a copy of the record of the person applying for employment to the District. If SDS or applicant has a record check within previous two (2) years, SDS may waive the requirement. SDS shall pay for the requirements set forth in this paragraph.

6. TERMINATION FOR CAUSE: The District may terminate this Agreement upon advance written notice in whole or in part, if SDS breaches any other material term or condition of this Agreement. If the District elects to terminate this Agreement for cause, the District shall notify SDS, in writing, of the District's intention to terminate, providing SDS with written reason(s) for the termination. The District shall give SDS the opportunity to cure a breach within twenty-five (25) Business Days. Failure by SDS to cure such breach within twenty-five (25) Business Days of the written notice shall result in automatic termination. Nothing herein will be interpreted to prevent the District and SDS from mutually agreeing to an extension of the cure period. For purpose of this Agreement, "Business Days" shall be defined as Monday through Friday and shall exclude any nationally recognized holidays in Canada or the United States. In case of termination, the confidential information provided by the District shall be returned to the District or destroyed on or before the date of termination.

7. TERMINATION WITHOUT CAUSE: The District may terminate or choose not to renew this Agreement upon thirty (30) days written notice to SDS, without cause. No part of any pre-paid subscription or service will be refunded. This clause shall survive termination of this Agreement.

In the event SDS or a successor entity is unable to service the applications provided under this Agreement, the District will gain the rights to access and use the source code of the applications for use by the District, however, the District may not distribute the source code to a person, company, or entity other than the District.

8. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, in the event the District does not appropriate funds ("Non-Appropriation Event") for the continuation of the contract for any fiscal year after the first fiscal year, through no fault of the District, this Agreement may be terminated by the District. In the event this occurs, the District agrees to not purchase, lease, rent, or otherwise acquire or contract for services to perform the same functions as, or functions taking the place of, those performed by SDS for a period of twelve (12) months. The District and SDS agree to work together to avoid a Non-Appropriation Event.

9. CONFIDENTIALITY: SDS may be exposed to confidential information. Student/family information is declared confidential by the District and shall not be disclosed unless authorized in writing by the District. It is agreed that this obligation of confidentiality shall survive the termination of this Agreement. See Data Sharing Agreement.

10. NON-DISCRIMINATION: No person shall, on the grounds of race, creed, color, national origin, age, sex, or disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination in connection with any activity or service performed pursuant to this Agreement.

11. INDEMNIFICATION: Each party to this Agreement shall be responsible for all acts and omissions of its own staff, employees, officers, agents, and independent contractors. Each party shall furthermore defend and hold harmless the other party from all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

12. APPLICABLE LAW, VENUE, AND JURISDICTION: This Agreement shall be governed by the laws of the State of Idaho, without regard to its conflict of laws principles. The District agrees that jurisdiction and venue for any matter arising out of or pertaining to this Agreement shall be proper only in the state courts located in Kootenai County, State of Idaho, and the federal courts located in the District of the State of Idaho and irrevocably submits to and waives any objection to such jurisdiction and venue.

13. ENTIRE CONTRACT: This Agreement constitutes the entire agreement between the District and SDS and supersedes any prior oral or written statements or agreements.

14. CRIMES AGAINST CHILDREN: In accordance with RCW 28A.400.330, contractor shall prohibit any employee of the contractor from working at a public school who has contact with children at a public school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of a child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the District immediately terminating this Agreement.

15. DISPUTES: Where applicable, the Uniform Commercial Code, as effective in the State of Washington, shall determine the rights and duties of the parties. If a dispute arises between the parties of this Agreement and they are not able to resolve it themselves, a nonbinding mediation procedure shall be required as a condition precedent to litigation. Each party shall pay one-half of the mediation fees. Binding arbitration shall not be required under this Agreement under any circumstances.

16. ATTORNEY FEES AND COSTS: In the event of litigation, the costs of such litigation, including, but not limited to, attorney fees, paralegal fees, travel expenses, deposition costs, expert witness expenses and fees, court costs, arbitration fees and other costs incurred in connection with bringing or defending such an action, whether or not incurred at the trial level, or at appeal, or bankruptcy proceedings, or arbitration shall be recovered by the prevailing party from the non-prevailing party.

17. ACCEPTANCE: Both parties acknowledge and accept the terms and conditions of this Agreement by signing below and knowingly waive all claims to the contrary.

COEUR D'ALENE SCHOOL DISTRICT NO. 271

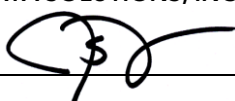
Signature: 

By: Seth Deniston

Title: Director of Technology, Safety & Security

Date: June 11, 2024

SCHOOL DATA SOLUTIONS, INC.

Signature: 

By: Joseph S. Tansy

Title: President

Date: May 30, 2024

Return all pages of this Agreement to School Data Solutions.

Email: jojo@schooldata.net

Fax: (509) 703-7724

Mail: 703 W. 7th Avenue | Spokane, WA 99204