



**BELLEVUE  
UNION**  
SCHOOL DISTRICT

**N O T I C E**

**BOARD MEETING OF THE BELLEVUE UNION SCHOOL**

**DISTRICT BOARD OF TRUSTEES WILL BE HELD ON Tuesday**

**June 23, 2020, 6:00PM OPEN SESSION**

**VIDEO TELECONFERENCE STREAMED VIA YOUTUBE LIVE ON THE  
BUSD HOMEPAGE HOSTED BY BELLEVUE UNION SCHOOL DISTRICT  
3150**

**EDUCATION DRIVE SANTA ROSA, CA 95407**

**DATED: June 18, 2020**

**David Alexander, Ed.D.  
SECRETARY TO THE BOARD  
AND DISTRICT SUPERINTENDENT**

**POSTED: June 18, 2020**

Posted: June 8, 2020

Bellevue Union School District

**Notice of Public Hearing**

A public hearing will be held by the Governing Board of the Bellevue Union Elementary School District at its special board meeting in which the Board will consider the Proposed Budget for the 2020-21 School Year.

- A. Date: Tuesday June 23, 2020
- B. Time: 6:00 P.M.
- C. Location: Video Teleconference Via YouTube Live on the BUSD Homepage  
Hosted by Bellevue Union School District  
3150 Education Dr  
Santa Rosa, CA. 95407

- Information may be reviewed in the Bellevue School District Office between the hours of 8:00 a.m. to 4:00 p.m., Monday thru Friday.

David Alexander, Ed.D.  
District Superintendent

BELLEVUE UNION SCHOOL DISTRICT  
Special Board Meeting  
Video Teleconference Streamed Via YouTube Live on the BUSD Homepage  
Hosted by Bellevue Union School District  
Tuesday, June 23, 2020

As authorized by the Governor's Emergency Executive Order issued on March 12, the Bellevue Union School District Board of Education will conduct Board of Education meetings by video conference until further notice. The meeting will be live streamed on the District's YouTube page which can be reached via a link from our Bellevue Union School District homepage @ [www.BUSD.org](http://www.BUSD.org)

AGENDA

1. Open Session 6:00pm

1.1. Call To Order

1.2. Flag Salute

1.3. Consider Agenda Adjustment

1.4. Public Comment

*At this time, members of the public may express opinions or make statements regarding issues pertinent to the District. Action may not be taken on statements or testimony made regarding any item not on the agenda, per Government Code 54954.2. There will be a limit of three minutes placed on each individual making a statement and a total 30 minute time allocation. Persons wishing to comment should complete the public comment form prior to the start of the meeting.*

*To access the [Public Comment Form](#), please click on the link: [BUSD Digital Comment Form](#) to submit your comment to Moriah Hart prior to the start of the meeting. All comments received prior to the start of the meeting will be shared during the meeting.*

*Because this is the time for the public to comment it is our time to hear from you. Although Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments we want you to know that we are listening to you carefully.*

2. Hearing

2.1. FY 2020-21 Budget and Statement of Reserves for the Bellevue Union School District

3. Consent Calendar

3.1. Surplus Technology Equipment

3.2. Annual Renewals of Technology Contracts

3.2.1. Aeries

3.2.2. ESGI

3.2.3. Illuminate

3.2.4. Mystery Science

- 3.2.5. Papercut
- 3.2.6. Renaissance

4. Planning

June 30, 2020	Regular Board Meeting	5:30 pm	To be live streamed on the District's YouTube Page on the District's Homepage: <a href="http://www.bUSD.org">www.bUSD.org</a>
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*Notice*

*The Bellevue Union School District complies with the Americans with Disabilities Act. Should you require special accommodations, or more information about accessibility, please contact the Superintendent's Office by calling (707)542-5197 x2. All efforts will be made for reasonable accommodations.*

*Agenda available in Spanish upon request. Orden del día disponible en español si se solicita.*

*District Employees, parents and community members shall treat each other with civility, courtesy and respect.  
Civility Policy (BP 1313)*

## Bellevue Union School District

### Agenda Item for Board Meeting of June 23, 2020

**Agenda Category:** Hearing

**Agenda Item Title:** FY 2020-21 Budget and Statement of Reserves for the Bellevue Union School District

**Prepared By:** Chris J. Kim, CBO

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#### **Background:**

The Bellevue Union School District's Fiscal Year 2020-21 Budget and Statement of Reserves was presented for public review on June 16, 2020. The information presented included insight into anticipated revenue, projected expenditures, and the District's estimated ending fund balance and reserve percentages. The following narrative summarizes the budgetary landscape that has and will impact the District's Budget for the next several fiscal years.

The California State Legislature met on Monday, June 15th and passed a Fiscal Year 2020–21 budget bill that staves off immediate and dramatic reductions to K–12 education, however, the spending plan is far from final as negotiations with the Governor's Office continue. The Legislature's action meets the requirement that lawmakers pass a balanced budget by midnight on June 15th. At this time, Governor Gavin Newsom has 12 days to act on the measure. The two sides will continue to negotiate and adopt an amended budget that will help answer major financial questions that are still outstanding during this unprecedented crisis.

This uncertainty leaves California's local educational agencies, including the Bellevue Union School District, playing the waiting game as we prepare for the monumental task of safely reopening campuses in the 2020–21 school year. In summary, Schools will receive either an additional \$8.1 billion in Proposition 98 funding above what was proposed in the May Budget Revision, face unworkable cuts proposed by the Administration, or see something in between. The Legislature's version, while not perfect, is far preferable and includes a 2.31 percent cost-of-living adjustment to the Local Control Funding Formula.

The crux of the debate is how the two versions of the Budget accounts for whether the state will see a much-needed injection of federal stimulus funds beyond those received through the CARES Act. The Administration frontloads \$14 billion in cuts with a trigger that will restore spending if federal funds arrive, while the Legislature's version includes the anticipated federal money, establishing trigger solutions should the funds not arrive by Sept. 1, 2020; the trigger solutions would take effect on October 1, 2020. If further federal funds do not arrive, the Legislature's plan would convert \$5.3 billion of school and community college funding to apportionment deferrals, which would nearly double the size of deferrals over the amount proposed in the May Revision. Deferrals would allow governing boards to budget the deferred amounts in their adopted budgets for 2020–21, but payment from the state will be pushed into the 2021–22 fiscal year, creating cash-flow management issues.

In summary, the best case revenue scenario projects a moderate decrease in the District's unrestricted reserve over the next two fiscal years down from 17% (\$4.8 Million) down to 11% (\$3.15 Million) by June 30, 2022. In contrast, the worst case revenue scenario projects a substantial decrease in the District's unrestricted reserve over the next two fiscal years, to the point of fiscal insolvency, from 17% at the end of the current fiscal year down to -1% (-\$160,000) by the end of Fiscal Year 2021/22.

The Budget for Adoption that is being presented for review strikes a balance between the two revenue scenarios and (1) adopts the Governor's May Revise expectation of 10% decrease in LCFF funding; (2) maintains the State Assembly's support of keeping categorical funding whole; (3) holds the District's reported ADA counts firm at levels prior to the Shelter in Place directive for the purpose of calculating funding; (4) assumes a 0% cost of living adjustment; and (5) accounts for delayed apportionments in the final quarter of Fiscal Year 2020/21. In addition to the above revenue model, the District recognizes that there are substantial unknown expenditures related to funding the State and County's mandates on social distancing in the classroom and changes to educational programming to accommodate a post-shelter-in-place learning environment. Given the unknown variables, the District has built in an additional Board Reserve to account for these future expenditures.

**Cost:**

TBD

**Recommended Action:**

No action is required by the Board at this time.

**Supporting Documents:**

FY 2020-21 Budget for Adoption to be presented under a separate cover on June 23, 2020.

Bellevue Union School District

Consent Calendar for Board Meeting of June 23, 2020

4. Consent Calendar

4.1. Surplus Technology Equipment

4.2. Annual Renewals of Technology Contracts

4.2.1. Aeries

4.2.2. ESGI

4.2.3. Illuminate

4.2.4. Mystery Science

4.2.5. Papercut

4.2.6. Renaissance

Recommended Action:

It is recommended that the Board of Trustees approve the agenda items on the Consent Calendar.

Supporting Documents:

Backup documentation for each item on the Consent Calendar.

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Surplus Technology Equipment

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is looking to surplus the following items. They are old, broken, or out of support and not part of the current IT deployment.

- 4 Ruckus Zone Controllers
- 140 Ruckus Access Points
- 9 2610-48-pwr switches
- 2 2610-24-pwr switches
- 2 Brocade ICX6430-POE+

Recommended Action:

Approval of surplus of IT material

Supporting Documents:

N/A

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Aeries SIS renewal and online enrollment

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD has renewed the annual agreement with Aeries software. In addition we have expanded our service to include online enrollment in response to county health guidelines.

Not to exceed \$13,193.50

Recommended Action:

Approval of quote and contract

Supporting Documents:

[Aeries quote and contract](#)



**Renewal Notification** RN-7219  
**DATE** 05/01/2020  
**TERMS**  
**P.O. NO.**

**PLEASE REMIT TO:**  
**Aeries Software**  
 770 The City Dr. S.  
 Suite 6500  
 Orange, CA 92868

**BILL TO** Bellevue Union Elementary School District  
 3150 Education Dr.  
 Attn: Accounts Payable  
 Santa Rosa, CA 95407

*This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at [conniec@aeries.com](mailto:conniec@aeries.com) or 888-487-7555.*

**Message:**

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
1599	Hosting for small districts and single schools. Enrollments less than 2k	4.50	07/01/2020	06/30/2021	\$7,195.50
14	Aeries ASP Subscription - Additional/Prior Years Databases	200.00	07/01/2020	06/30/2021	\$2,800.00
1599	Aeries Online Enrollment	2.00	07/01/2020	06/30/2021	\$3,198.00
<b>SUBTOTAL</b>					13,193.50
<b>TOTAL</b>					13,193.50
<b>AMOUNT RECEIVED</b>					\$
<b>AMOUNT DUE</b>					\$

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: ESGI Software Renewal

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is looking to renew the existing ESGI assessment program for 2021. ESGI is an assessment software for our TK and K students. Payments due in fiscal year 2021.

Not to exceed \$2366.00

Recommended Action:  
Approval of ESGI quote

Supporting Documents:  
[ESGI quote](#)



support@esgisoftware.com  
 PO Box 938  
 Elkhart, IN 46515  
 Phone (443) 333-9898  
 Fax (866) 925-3450

Quote # 915578  
 Quote Prepared: 06/17/2020  
 Quote Expires: 09/17/2020

Prepared For: Larry Black  
 State: California  
 District: BELLEVUE UNION ELEMENTARY  
 School: Multiple Schools

## QUOTE

Qty	Description	Notes	List Price	Disc Price	Amount
14	ESGI 12-Month License (max. 35 students)	ESGI Renewal.	\$225.00	\$169.00	\$2,366.00
				Total	<b>\$2,366.00</b>

## ORDER FORM

Complete all required information below and send this form with your PO or check.

Purchase Order  
 support@esgisoftware.com  
 Fax: 866-925-3450

Personal or School Check  
 ESGI, LLC  
 PO Box 938, Elkhart, IN 46515

After processing, an Activation Code will be sent to the contact for distribution to teachers.

ACTIVATION CODE CONTACT (\*Required)

ACCOUNTS PAYABLE CONTACT (\*Required)

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

If your order includes extra students, please provide the teacher name(s) and number of students so we can update the accounts.

Teacher Name	# of Students	Teacher Name	# of Students
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Other Information:

Marking Period for the current school year (circle one):      Semester      Trimester      Quarters      Other

Marking Period	End Date [MM/DD/YY]	Marking Period	End Date [MM/DD/YY]
First	- - / - - / - -	Sixth (if applicable)	- - / - - / - -
Second	- - / - - / - -	Seventh (if applicable)	- - / - - / - -
Third (if applicable)	- - / - - / - -	Eighth (if applicable)	- - / - - / - -
Fourth (if applicable)	- - / - - / - -	Ninth (if applicable)	- - / - - / - -
Fifth (if applicable)	- - / - - / - -		

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Migration from EADMS to Illuminate Data and Assessment

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is transitioning from the EADMS platform to Illuminate Data and Assessment. This migration and multi year contract will allow for greater visibility and features for BUSD staff. Multi year contract payments paid in year of service.

Not to exceed \$10,387.00 Year 1

Not to exceed \$11,356.00 Year 2

Not to exceed \$12,325.00 Year 3

Recommended Action:

Approval of Illuminate quote and contract

Supporting Documents:

[Illuminate quote and contract](#)



# Client Order

Q-102973

6531 Irvine Center Drive Suite 100  
 Irvine, California 92618  
 (949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 6/17/2020  
 Valid Through: 6/30/2020  
 Prepared By: Kevin Mannion  
 Start Date: 7/1/2020  
 End Date: 6/30/2023  
 Quote Term: 36

Customer: Bellevue Union School District  
 Address: 3150 Education Dr  
 Santa Rosa, California 95407-2767  
 Contact: Larry Black  
 Phone: 707. 542.5197 x10

## Year 1 - 20/21 School Year

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,700	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$3.86	\$6,562.00
1,700	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
1,700	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$3,825.00
1	Implementation & Training Package		\$0.00	\$0.00
1	»» DnA Standard Package		\$0.00	\$0.00
1	»»»» Product Implementation	Product implementation, setup and configuration support.	\$0.00	\$0.00
1,700	Data Integration	Data support for initial setup.	\$0.00	\$0.00
1,700	»» Data Integration, DnA	Data support for initial setup	\$0.00	\$0.00
1	Migration IO Services Package	20 Learning Community seats, 1 day of regional on-site DnA training (cannot be scheduled July 1 through Sep 30), 3 virtual consultation sessions, and webinars.	\$0.00	\$0.00
<b>Year 1 - 20/21 School Year Subtotal:</b>				\$10,387.00
<b>Year 1 - 20/21 School Year Grand Total:</b>				\$10,387.00

## Year 2 - 21/22 School Year

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,700	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$4.43	\$7,531.00
1,700	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00
1,700	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$3,825.00
<b>Year 2 - 21/22 School Year Subtotal:</b>				\$11,356.00
<b>Year 2 - 21/22 School Year Grand Total:</b>				\$11,356.00

## Year 3 - 22/23 School Year

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,700	DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	\$5.00	\$8,500.00
1,700	»» Grading Software	Assessment Scanning and Scoring	\$0.00	\$0.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
1,700	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	\$2.25	\$3,825.00
			<b>Year 3 - 22/23 School Year Subtotal:</b>	\$12,325.00
			<b>Year 3 - 22/23 School Year Grand Total:</b>	\$12,325.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

**All purchase orders must contain the exact Client Order number stated within.**

**To accept and finalize this Client Order, please remit a purchase order to:**

**Orders@IlluminateEd.net**  
 or  
**6531 Irvine Center Drive #100**  
**Irvine, CA 92618**



## Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the date of receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

### Definitions.

(a). “**Client Order**” means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Product(s), current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement upon receipt of Client’s purchase order as specified herein.

(b). “**Documentation**” means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.

(c). “**Licensed Product(s)**” means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.

(d). “**Services**” means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.

(e). “**Software**” means the Illuminate software programs described in the applicable Client Order.

(f). “**Subscription Period**” means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 14 (“**Termination**”).

(g). “**Third Party Software**” means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Product(s) and/or Services by: (i) providing a purchase order displaying the unique identifier contained within the Client Order attached hereto; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Product(s) and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms

included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Upon mutual consent, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Product(s) and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement [including all incorporated documents as set forth in Section 15(k) herein], Illuminate will provide the Licensed Product(s) and/or Services described in the initial Client Order. Additional Client Orders and/or SOWs may be entered into by the Parties to subscribe to additional or different features of the Licensed Product(s) and/or Services. Unless designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs.

### 2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, annual (or multi-year as specified in Illuminate’s Client Order), non-exclusive, non-transferable license during the Subscription Period, to access the Licensed Product(s) and/or Services through the User IDs and to operate the features of the Licensed Product(s) and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Product(s) and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and administrator for access to and to utilize the Licensed Product(s) and/or Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and administrator User IDs and passwords that Client may issue. Each User ID may only be used to access the Services during one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. “Client Personnel” is defined as Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Product(s)

and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Product(s) and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client agrees that it will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Product(s) and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Product(s) and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Product(s) and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Product(s) and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

**3. Acceptable Use Policy.** Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Product(s) and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Product(s), and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Product(s), and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the

exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

#### **4. Reservation of Rights.**

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Product(s), Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Product(s) and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free, license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Product(s) and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose outside the scope of the Agreement, provided always that such Client Data must be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Product(s) and/or Services the Client Data, including any personally identifiable information of any of the students and or other persons included therein.

**5. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; provided that Illuminate does not enter into a multi-year item price agreement with Client, as denoted in the attached Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Agreement Term expires or the Agreement as a whole is terminated under Section 14 ("Termination").

**6. Client Support.** During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Product(s) and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

**7. Professional Services.** In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be invoiced/prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Product(s) with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

## **8. Hosting.**

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Product(s) and/or Services may be inaccessible or inoperable from time to time due to planned maintenance or to causes that are

beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Product(s) and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Product(s) and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Product(s) and/or Services; or (ii) use or distribute through the Licensed Product(s) and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Product(s) and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Product(s) and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Product(s) and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Product(s) and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Product(s) and/or Services.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment.

## **9. Fees and Payment.**

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance pursuant to subsection 9(b) below. Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Product(s) and/or Services are collectively "Fees".

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Product(s) and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment in excess of five percent (5%) occurs, then Client shall remit payment for additional student access to Licensed Product(s) and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Product(s) and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Product(s) and/or Services and Client terminates any Licensed Product(s) and/or Services within the bundle, Illuminate

reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Product(s) and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Product(s) and/or Services in a renewal term in order to remain compliant with applicable laws and/or Illuminate's uniform procedures, in which event such new or modified policies or other terms and conditions will govern Illuminate's provision of Licensed Product(s) and/or Services in such renewal term.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 14 ("Termination"). Illuminate also reserves the right to charge Client a 1.5% late fee for any outstanding invoices that exceed ninety (90) days past due.

(e). **Certain Taxes.** Fees quoted do not include and Client shall pay, and to the extent permitted under the law, indemnify and hold Illuminate harmless from all gross receipts, value-added, personal property or other taxes, and all applicable duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transaction contemplated herein, other than taxes based on the net income or profits of Illuminate. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

#### 10. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the Term and marked as "confidential" or "proprietary". Client hereby acknowledges that the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client, in each case regardless of whether or not marked as "confidential" or "proprietary".

(b). **Covenant.** To the extent permitted by law, recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is

necessary for the Recipient to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only Select Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share deidentified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

#### 11. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out

its obligations under this Agreement, it is necessary for Illuminate to use the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**12. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically to the address designated by Client and in the case of Illuminate to the attention of: Illuminate Legal Department to the address listed as Illuminate's principal place of business herein and in the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software. Notices must be in writing. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

**14. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that

Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 10. Client further acknowledges that, as breach of the provisions of Section 10 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Liquidated Damages.** In the event that Client enters into a multi-year contract with Illuminate and Client terminates the contract or any portion thereof, Client agrees to pay Illuminate the remaining sum due to Illuminate through the stated term of the Client Order and/or SOW as liquidated damages, as actual damages being impossible to calculate. This clause shall not apply in the event Client terminates this Agreement as a result of Illuminate's breach in accordance with Subsection 14(a) herein. Notwithstanding the foregoing, Client shall not be liable for said liquidated damages in the event that: (i) Client provides Illuminate at least thirty (30) days' advance notice of termination prior to the effective date anniversary; and (ii) said termination is a result of the non-appropriation of funds for Client's contract. Client shall not utilize this clause as a right to terminate the contract for convenience. Illuminate reserves the right to seek documentation evidencing the non-appropriation of funds.

(c). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) within thirty (30) days after the effective date of termination, each Party shall comply with the obligations to return or destroy, at Illuminate's sole discretion, all Confidential Information of the other Party, as set forth in Section 10 ("**Confidential Information**"). The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 10 ("**Confidential Information**"), Section 11 ("**Disclaimers**"), Section 12 ("**Limitation of Liabilities**"), Section 14(c) ("**Survival**"), and Section 15 ("**General Provisions**"). Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

**15. General Provisions.**

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law principles. Each of the Parties hereto agrees to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement and irrevocably consent to exclusive personal jurisdiction and venue of state and federal courts located therein. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all

expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Neither Party shall be liable for delays caused by events beyond its reasonable control, except non-payment of amounts due hereunder shall not be excused by this provision.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are

incorporated into this Agreement, and may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(k). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy, the attached Client Order, Illuminate's SOWs (if applicable), and Client's purchase order (without any added terms and conditions that may be contained therein) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

CLIENT: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: Dick Davidson

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Mystery Science Renewal

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is looking to renew the existing Mystery Science program for 2021. Mystery Science is a service of prepared science lessons for our teachers. Payments due in fiscal year 2021.

Not to exceed \$2997.00

Recommended Action:

Approval of Mystery Science quote

Supporting Documents:

[Mystery Science quote](#)

**QUOTE #73318**



**Quote Issued:** March 3, 2020  
**Quote Expires:** June 30, 2020

**⚠ Important Message for purchaser**

**Before sending us your PO, visit your online quote here:**  
<https://mysteryscience.com/order/1cf30a>  
**Then click “Submit Purchase Order” or “Pay by Credit Card”**

**VENDOR**

Mystery Science Inc.  
1887 WHITNEY MESA DR #9350, Area 73318  
HENDERSON, NV 89014  
Fax: follow instructions above for fax #

**DISTRICT**

Bellevue Union School District  
Santa Rosa, CA

Description	Unit Price	Qty.	Amount
District Membership for 2020-2021 with US	US \$999.00	3	US \$2,997.00
\$1,500 discount			
Regular price	US \$1,499.00		
<b>33% early bird discount</b>	<b>(-US \$500.00)</b>		
Discounted price	US \$999.00		
		Total discount	(-US \$1,500.00)
		Total	US \$2,997.00
		<b>Net Amount Due</b>	<b>US \$2,997.00</b>

All prices in US Dollars.

**Yearly Pricing (per school)**

Before May 29th	Regular Price
US \$999	US \$1,499

**To download our W-9, visit:**

<http://mysteryscience.com/w9>

By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at [mysteryscience.com/terms](http://mysteryscience.com/terms), the terms and conditions of which are hereby expressly incorporated herein by reference.

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Mystery Science Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**340 S. Lemon Ave #5236**

6 City, state, and ZIP code  
**Walnut, CA 91789**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

			-					
--	--	--	---	--	--	--	--	--

or

**Employer identification number**

4	5	-	4	1	7	5	6	9	1
---	---	---	---	---	---	---	---	---	---

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶  Date ▶ **January 18, 2020**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Papercut Support Renewal

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is looking to renew the existing Papercut print server agreement for the year 2021 and 2022. Papercut is a print management service to enhance staff and guest access to BUSD printers. Payments due in fiscal year 2021.

Not to exceed \$513.00

Recommended Action:

Approval of Papercut service renewal

Supporting Documents:

[Papercut service quote](#)

# PaperCut PaperCut Quotation #Q203375

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**Quotation for:**  
BUSD IT Department  
3150 Education dr  
Santa Rosa, CA, 95407  
United States of America

**From:**  
PaperCut Software International Pty Ltd  
Level 1  
3 Prospect Hill Road  
Camberwell VIC 3124  
Australia

**Quotation Number:** Q203375

**Organization Name:** Bellevue Union School District

[https://www.papercut.com/  
sales@papercut.com](https://www.papercut.com/sales@papercut.com)

**Quotation Date:** 17 June 2020 (valid for 40 days)

**Attention:** Lawrence Black (Ph: 7077048690)

Item	Qty	Price (USD)	Sub-total (USD)
Maintenance & Support (24 months)	1	\$513.00	\$513.00
<b>Total Cost (USD):</b>			<b>\$513.00</b>

\* Excluding local taxes if applicable.

## Next Steps

### [Click here to order your PaperCut license](#)

This link will take you to the online order system, pre-populated with your organization and license information.

Alternatively, orders may be placed by emailing [sales@papercut.com](mailto:sales@papercut.com), referencing the quotation number above.

## Payments

You may choose from a number of different payment methods including invoice with payment via check, wire transfer or immediate payment with credit card.

## License Delivery

Typically, the PaperCut team will process your order on the same day. You will then be emailed your license key to load into PaperCut's admin interface.

## Software Delivery

If you haven't already downloaded PaperCut NG, [click here to download](#).

## Notes

Listed price includes standard email support and access to point-release upgrades as per our [upgrade policy](#). New customers wishing to opt for Maintenance & Support should consider the Implementation Pack. Further details on the [PaperCut NG pricing page](#).

Purchasing PaperCut is a once-off payment. No ongoing mandatory annual fees apply.

**This quotation is valid for 40 days from the date of issue.**

Bellevue Union School District

Agenda Item for Board Meeting of 6/23/2020

Agenda Category: Consent

Agenda Item Title: Renaissance Learning Renewal

Prepared By: Lawrence Black, Director of Technology

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Background: BUSD is looking to renew the software agreement with Renaissance learning. Renaissance learning provides access to the STAR assessment tools and accelerated reader software.

Not to exceed \$28,569.44

Recommended Action:

Approval of Renaissance quote and contract

Supporting Documents:

[Renaissance quote and contract](#)

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

**Bellevue Union School District - 371361**  
3150 Education Dr  
Santa Rosa, CA 95407-2767  
Contact: Lawrence Black - (707) 542-5197  
Email: lblack@busd.org

Reference ID: 412625  
Created: 02/29/2020

### Quote Summary

School Count: 4

Renaissance Products & Services Total	\$29,285.60
Applied Discounts	\$(716.16)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$28,569.44</b>

**This quote includes: Renaissance Accelerated Reader, Renaissance Star Early Literacy, Renaissance Star Math and Renaissance Star Reading.**

To receive applicable discounts, all orders included on this quote must be received at the same time.

By signing below, you


- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R003981304GH3CB5.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the US Privacy Notice located at <https://doc.renlearn.com/KMNet/R60990.pdf?int=https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Bellevue Union School District - 371361
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 02/29/2020	Date:
	Invoice Date:

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036  
**Fax:** (877)280-7642

# RENAISSANCE<sup>®</sup>

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Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote  
# 2265851

**Email:** [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)  
**Phone:** (877)444-3172

**If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.**

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

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Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

This quote is valid for 30 days. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

## Quote Details

### Bellevue Elementary School - 285654

Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Renaissance Applications</b>				
Accelerated Reader Subscription Renewal	07/01/2020 - 06/30/2021	350	\$7.15	\$2,502.50
Star Early Literacy Subscription Renewal	07/01/2020 - 06/30/2021	122	\$4.95	\$603.90
Star Math Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
Star Reading Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
<b>Platform Services</b>				
Annual All Product Renaissance Platform Renewal	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Bellevue Elementary School Subtotal</b>				<b>\$7,321.40</b>
<b>Applied Discounts</b>				<b>\$(179.04)</b>
<b>Bellevue Elementary School Total</b>				<b>USD \$7,142.36</b>

### Kawana Elementary School - 285601

Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Renaissance Applications</b>				
Accelerated Reader Subscription Renewal	07/01/2020 - 06/30/2021	350	\$7.15	\$2,502.50
Star Early Literacy Subscription Renewal	07/01/2020 - 06/30/2021	122	\$4.95	\$603.90
Star Math Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
Star Reading Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
<b>Platform Services</b>				
Annual All Product Renaissance Platform Renewal	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Kawana Elementary School Subtotal</b>				<b>\$7,321.40</b>
<b>Applied Discounts</b>				<b>\$(179.04)</b>
<b>Kawana Elementary School Total</b>				<b>USD \$7,142.36</b>

### Meadow View Elementary School - 1057477

Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Renaissance Applications</b>				
Accelerated Reader Subscription Renewal	07/01/2020 - 06/30/2021	350	\$7.15	\$2,502.50
Star Early Literacy Subscription Renewal	07/01/2020 - 06/30/2021	122	\$4.95	\$603.90

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 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

Quote  
 # 2265851

Star Math Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
Star Reading Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
<b>Platform Services</b>				
Annual All Product Renaissance Platform Renewal	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Meadow View Elementary School Subtotal</b>				<b>\$7,321.40</b>
<b>Applied Discounts</b>				<b>\$(179.04)</b>
<b>Meadow View Elementary School Total</b>				<b>USD \$7,142.36</b>

Taylor Mountain Elementary - 2437142				
Products & Services	Subscription Period	Quantity	Unit Price	Total
<b>Renaissance Applications</b>				
Accelerated Reader Subscription Renewal	07/01/2020 - 06/30/2021	350	\$7.15	\$2,502.50
Star Early Literacy Subscription Renewal	07/01/2020 - 06/30/2021	122	\$4.95	\$603.90
Star Math Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
Star Reading Subscription Renewal	07/01/2020 - 06/30/2021	350	\$4.95	\$1,732.50
<b>Platform Services</b>				
Annual All Product Renaissance Platform Renewal	07/01/2020 - 06/30/2021	1	\$750.00	\$750.00
<b>Professional Services</b>				
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00
<b>Taylor Mountain Elementary Subtotal</b>				<b>\$7,321.40</b>
<b>Applied Discounts</b>				<b>\$(179.04)</b>
<b>Taylor Mountain Elementary Total</b>				<b>USD \$7,142.36</b>

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