



**Liberty Common School**

1725 Sharp Point Dr. Fort Collins, CO 80525

**Liberty Common High School**

2745 Minnesota Dr. Fort Collins, CO 80525

**EXHIBIT A**

**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**

This Confidentiality Addendum (“Addendum”) is hereby incorporated into any Agreement between Liberty Common School (LCS) and West Interactive Services Corporation (Contractor). Attached after the Addendum is the referenced Agreement. This Addendum is part of the Contract between LCS and the Contractor.

**RECITALS**

- A. LCS wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (PII) (defined below).
- B. LCS and Contractor intend to protect the privacy and provide for the security of Student PII (PII) disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.

The parties agree as follows:

A. Definitions

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.

2. "Destroy" refers to data destruction, and means to remove Student PII from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with governing law and current industry standards, so that the Student PII is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
3. "Incident" means an accidental or deliberate activity that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a LCS system or Student PII regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a LCS system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student PII; or (v) changes to LCS system hardware, firmware, or software characteristics without LCS's knowledge, instruction, or consent.
4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of LCS; and collects, maintains, or uses Student PII. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with LCS to provide a School Service.
6. "Student PII" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations. LCS understands that Contractor will rely on one or more subcontractors to perform services under this Agreement. Contractor agrees that all subcontractors, and any successor entities, will be subject to state and federal laws and to the terms of the Agreement, and any data disclosed to subcontractors shall be revealed to LCS upon request.

8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.
9. "Data" means all Student PII and other non-public information. Data may not be used for any purposes other than the specific purposes outlined in this Agreement.

#### B. General Provisions

1. LCS reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall, unless prohibited by law, immediately forward to LCS's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Upon request of LCS, and no more than once per calendar year, Contractor shall submit its data processing facilities for an audit of the measures referred to in this Addendum by LCS or by a LCS approved delegate.
5. Contractor shall notify LCS of any material changes to Contractor's privacy policies.

#### C. Subcontractors

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that LCS may terminate the contract with Contractor.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify LCS within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. No later than thirty (30) days after the signing of this Contract, upon request of LCS, Contractor will provide LCS information detailing the purpose and the scope of the

contract between the Contractor and all Subcontractors and the types and uses of PII that Subcontractor(s) holds under the Contract between the Contractor and Subcontractor(s).

5. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

#### D. End of Agreement

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, LCS may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Upon request by LCS made before or within thirty (30) calendar days after termination of the Contract, Contractor shall make available to LCS a complete and secure (i.e. encrypted and appropriately authenticated) download file of all data, including, but not limited to, all PII, schema and transformation definitions, or delimited text files with documented, detailed schema definitions along with attachments in its native format.
3. In compliance with the prescriptions of C.R.S. 22-16-110 (3), following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and data collected, generated, or inferred as a result of this Contract. The Contractor shall notify LCS of the date upon which all PII is Destroyed.
4. LCS retains the right to use the established operational services to access and retrieve PII stored on Contractor's infrastructure at its sole discretion.

#### E. Use

1. In compliance with C.R.S. 22-16-109 (1)(a), the Contractor shall not use or share PII beyond the purposes set forth as follows:
  - a. To only carry out the Contractor's responsibilities listed in Exhibit A, Statement of Work.
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if LCS requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:

- a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
  - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publicly release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publicly. For data that is de-identified or aggregate, the following requirements apply:
- a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
  - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
  - c. Contractor shall de-identify data to remove cumulative re-identification risks.
  - d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory information and de-identified data releases from education records and other sources would allow for identification of a particular student.
  - e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of LCS, provide LCS with a document that lists the steps and methods the Contractor shall use to de-identify the information.
  - f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publicly released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

#### F. Incident

1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify LCS within seventy-two (72) hours, and cooperate with LCS regarding recovery, remediation, and the necessity to involve law enforcement, if any.
2. Unless Contractor can establish that Contractor or any of its Subcontractors is not the cause or source of the Incident, and pursuant to the limitations of liability set forth in the underlying contract between the parties, Contractor shall be responsible for the cost of notifying each person whose personal information may have been compromised by the Incident.

3. Contractor shall determine the cause of an Incident and produce a remediation plan to reduce the risk of incurring a similar type of breach in the future. Contractor shall present its analysis and remediation plan to LCS within ten (10) calendar days of notifying LCS of an Incident. LCS reserves the right to adjust this plan, in its sole discretion. If Contractor cannot produce its analysis and plan within the allotted time, LCS, in its sole discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse LCS for the reasonable costs thereof.
4. Disclosure of PII by Contractor or any Subcontractor for any reason may be cause for legal action by third parties against Contractor, LCS, or their respective agents. Contractor shall, pursuant to the limitations of liability set forth in the underlying contract between the parties, indemnify, save, and hold harmless LCS, its employees, and agents against any and all third party claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any negligent act or omission by Contractor, or its employees, agents, Subcontractors, or assignees pursuant to this Addendum.

#### G. Disallowed Activities

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:

1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of LCS and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance or to take precautions against liability.
  - b. To respond or to participate in the judicial process.
  - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.

d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall, unless prohibited by law, notify LCS within two (2) calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.
6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by LCS or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

#### H. Data Security

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall take full responsibility for the security of all PII in its possession, and, pursuant to the limitations of liability set forth in the underlying contract between the parties, shall hold LCS harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Contractor shall provide for the security of such PII, in a form acceptable to LCS, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall perform criminal background checks on all of its respective employees and agents performing services or having access to PII provided under this Contract.

4. Contractor shall have strong access controls in place.
5. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
6. Contractor shall protect all PII with a complex password. Contractor shall ensure passwords are confidential and prohibit the sharing of passwords. Passwords must not be written down or stored in an unsecure location. Contractor shall periodically change passwords and shall ensure passwords are not reused. Contractor shall have password locks for laptops and mobile devices.
7. Contractor shall disable and/or immediately delete unused and terminated user accounts. Contractor shall periodically assess account inactivity for potential stale accounts.
8. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
9. Contractor shall implement annual intrusion penetration/vulnerability testing.
10. Contractor will encrypt PII in transit and PII at rest on central computing systems. Contractor shall also encrypt any backup, backup media, removable media, tape, or other copies. In addition, Contractor shall fully encrypt disks and storage for all laptops and mobile devices.
11. Contractor shall provide annual, mandatory security awareness and PII handling training for all of its employees/independent contractors handling PII pursuant to this Contract.
12. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
13. Contractor shall use a secure method such as Secure File Transfer Protocol (SFTP) or comparable method to transmit PII. Contractor shall never send PII via email or transport PII on removable media.
14. Contractor shall have physical security in buildings housing PII, along with controlled physical access to buildings and/or data centers.
15. Contractor's devices used to copy or scan hard copies of PII must have encrypted storage. Contractor shall scrub storage devices when equipment is retired. Hard copies containing PII are discouraged and must be physically secured, not left unattended, and physically Destroyed.
16. Contractor shall protect PII stored in cloud-based systems in the same manner as local PII. Use of free cloud based services is prohibited. Contractor shall use secondary



encryption to protect PII in cloud storage. Cloud environments, when employed by Contractor, must be fully documented by Contractor and open to LCS inspection and verification. Access to Contractor's cloud based computing environments is only permitted via restricted access, by VPN or least privileged access lists, and never accessible directly via the Internet.

I. Transparency Requirements

1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from LCS.
  
2. Contractor shall provide transparency to parents, school districts and the public about its collection and use of PII including posting the following information on its public website:
  - a. Contact information for an individual within Contractor's organization that can provide information on or answer questions related to the use of PII by Contractor.
  - b. An explanation of how the PII will be shared with Subcontractors or disclosed to any third party or successor entities.
  - c. The types of PII that are collected, generated, or used by the Contractor. This information must include all PII that is collected regardless of whether it is initially collected or ultimately held individually or in the aggregate.
  - d. An explanation of the PII, an explanation of how the PII is used, and the learning purpose for which the PII is collected and used.

Contractor shall update this information on its website as necessary to maintain accuracy.

3. Contractor shall, upon request from LCS, provide the names of Subcontractors, data elements accessible by Subcontractors, and Subcontractors use or planned use of sharing PII.

J. Exclusions:

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools

or to students and their families.

4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

K. This Addendum does not prohibit Contractor's use of PII to:

1. Use adaptive learning or design personalized or customized education, so long as Contractor has agreed to the transparency requirements of this Agreement.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.
4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to LCS, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

**THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM**

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that LCS is relying on their representations to that effect.

**CONTRACTOR**

By: Nate Brogan  
Name of Authorized Individual

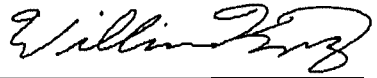
Title: Division President  
Official title of Authorized Individual

  
\*Signature  
Date: 9/9/19

**LCS**

By: William Kranz  
Name of Authorized Individual

Title: Director of IT  
Official title of Authorized Individual

  
\*Signature  
Date: 8/26/2019

# Exhibit B

# West Interactive Services Corporation

## Web Terms & Conditions

These Web Terms for Services (as defined below) apply to sales made by West Interactive Services Corporation d/b/a SchoolMessenger (“Provider”) to the customer issuing a purchase order or similar instrument to Provider (“Client”), as of the date of such purchase order (“Effective Date”). These terms consist of these terms and conditions and any order forms, purchase orders or statements of work referencing these terms or issued by Client to Provider, and any quotes from Provider to Client on which a purchase order is based (each, an “Order”) describing the Provider Services that Provider agrees to provide to Client. The parties hereby agree as follows:

**1. Services and Orders.** The services are the automated services, business process services or other related services agreed to in the applicable Order) and provided by Provider (the “Services”). Orders may be executed by Client and Provider or by Client and a Provider Affiliate (as defined in Rule 405 of the Securities Act of 1933), must incorporate this Agreement by reference, shall govern and control in case of conflict with any other agreement, and in conjunction with this Agreement shall form a separate agreement between Client and Provider or between Client and the Provider Affiliate that executes the applicable Order. Client shall look only to the Provider Affiliate that executes the Order with respect to any right or obligation with respect to such Order. By executing an Order or using or accessing the Services, Client agrees to be bound by this Agreement.

Use of the Services by the United States Government or other governmental agencies shall be as “restricted computer software” or “limited rights data” as set forth in 48 CFR 52.227-14, or as “commercial computer software” or “commercial computer software documentation” under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is West Interactive Services Corporation, 11808 Miracle Hills Dr., Omaha, NE 68154.

## **2. Term and Termination.**

**2.1. Term.** This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order. Each Order will specify its duration (each an “Order Term”). The termination of any Order shall not otherwise effect this Agreement or any other Order.

**2.2. Termination of an Order For Cause.** Any Order may be terminated as follows: (a) by either party upon the failure by the other party to perform any material obligation related to such Order that is not cured within thirty (30) days after receipt of written notice and demand for cure from the affected party; (b) by either party upon the violation by the other party of any applicable state or federal law, statute, rule or regulation in relation to its performance of the Order; provided that such right to terminate shall only be available for 30 days from the time that the non violating party is aware or should have been aware of such breach; or (c) by Provider, upon fourteen (14) days written notice if undisputed payments are in arrears. In addition, Provider may take any or all of the following actions any time undisputed payments are more than fourteen (14) days in arrears: (i) suspend the Services; or (ii) withhold data, materials or reports.

**3. Charges.** Client agrees to pay for the Services in accordance with the rates set forth in the applicable Order in addition to all applicable taxes, fees and surcharges set forth on Client's invoice. Any sum due Provider hereunder will be due and payable via electronic funds (ACH, EFT or wire) or check thirty (30) days from the date of invoice. Client will pay interest on all past due sums at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate allowed by law. In the event part of an invoice is in dispute, Client agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, otherwise Client will be deemed to agree to such charges and Provider will not be subject to making adjustments to charges or invoices. The fees due for each renewal term may be increased by the greater of (a) five percent (5%) or (b) the applicable increase in the U.S. Department of Labor's Consumer Price Index for all Urban Consumers U.S. City Average ("CPI-U"), measured as of January 1 of the contract renewal year.

**4. Maintenance of Service.** Provider agrees to provide and maintain the Services in a workmanlike manner customary for service providers in the industry. Provider does not warrant or guarantee in any way the results from the Services. Client agrees to provide and maintain systems and materials reasonably required by Provider to perform the Services, including as applicable, but not limited to: Client or third party databases; Client or third party software, hardware, systems, routing and network addresses and configurations; and key contacts for problem escalation (collectively the "Client Systems and Materials"). Provider shall not be liable hereunder relating to the Client Systems and Materials including the failure by Client to timely provide the Client Systems and Materials.

**5. Representations And Warranties.**

**5.1.** Each party represents and warrants to the other that: (a) its execution and performance of this Agreement and the applicable Order will not violate any provision of law, rule, regulation to which such party is subject; and (b) such party will comply with all laws, rules and regulations pursuant to which such party conducts its business.

**5.2.** Each party represents and warrants to the other that: (a) it has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and the applicable Order; (b) the execution, delivery and performance of this Agreement and the applicable Order have been duly authorized by such party; (c) no approval, authorization or consent of any governmental or regulatory authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement and the applicable Order; and (d) the signatory to this Agreement and the applicable Order possesses all necessary authority to enter into the Agreement and applicable Order.

**5.3.** Client represents and warrants that: (a) the Client Systems and Materials, all representations to be made by Provider as a part of Client's programs, and the content, timing, recipients and nature of all programs (including outbound communications and promotions and advertising to induce calls to Client's programs) will be in compliance with all laws, rules, regulations; and (b) Client is solely responsible for the content and rights to use the Client Systems and Materials and Provider's use of the Client Systems and Materials shall not violate the rights of any third party or any law, rule or regulation. Client specifically acknowledges and agrees that Provider has not and is not expected to provide Client with any analysis, interpretation or advice regarding the compliance of any aspect of Client's Materials or programs with any third party rights or laws, rules, or regulations. Upon request, Client shall provide reasonable proof of compliance with the provisions set forth in this section and Provider shall have no obligation to provide Services where Provider reasonably believes that Client has not so complied.

**5.4.** Provider represents and warrants that Provider can grant the licenses, and privileges granted by this Agreement ("Licensed Materials"). Provider expressly disclaims any warranty of merchantability or fitness of the Licensed Materials for a particular purpose and any other warranty, including that the Licensed Materials will not infringe any patent or other proprietary right. Provider further represents and warrants that Provider has no actual knowledge of any infringement claims filed against Provider for practicing the Licensed Materials anywhere in the world. Except as set forth in this section, Provider makes no representation, express or implied, with regard to infringement of any Licensed Materials. The Licensed Materials are provided "AS IS."

## **6. License and Content.**

**6.1.** Subject to Client's compliance with the terms and conditions of this Agreement, Provider hereby grants Client a non-exclusive license during the applicable Order Term to use the Services set forth in the applicable Order. Except as specifically set forth herein, Provider or its suppliers retain all right, title, and interest, including all intellectual property rights, relating to or embodied in the Services, including without limitation all technology, telephone numbers, web addresses, software, or systems relating to the Services. Client agrees not to reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any software related to the Services. Other than using the Services for Client's internal business purposes, Client may not resell the Services or otherwise generate income from the Services.

**6.2.** Client is solely responsible for the information or content submitted, posted, transmitted or made available through its use of the Services ("Content"). Client may use the Services to transmit Content or direct Provider to make contacts via any channel (in either case "Messages") to, or with, recipients (the "Recipients"). Client is responsible for maintaining the confidentiality of its accounts and owner numbers and necessary codes, passwords and personal identification numbers used in conjunction with the Services and for all uses of the Services in association with its accounts whether or not authorized by it including unintended usage due to holidays, daylight savings, computer clock errors or similar circumstances. Client acknowledges and agrees that Provider does not control nor monitor the Content nor guarantee the accuracy, integrity, security or quality of such Content. Use of recording or taping any use of the Services may subject Client to laws or regulations and Client is solely responsible for and obligated to provide any required notification to those being recorded or taped.

**6.3.** Client represents and warrants that: (a) it has the legal right to use all Content and send all Messages to the Recipients (including obtaining any required consents from the Recipients) and the content, timing and purpose of all Messages, campaigns and programs are in compliance with all applicable laws, rules and regulations; (b) it is the transmitter of all Content and Messages and Provider is merely acting at Client's direction as a technology conduit for the transmission of the Content and the Messages; (c) Provider's use of the Content shall not violate the rights of any third party or any law, rule or regulation and (d) it will not transmit or allow to be transmitted any Content or Messages that: (i) it does not have a right to make available under any law or under contractual or fiduciary relationship; (ii) are false, inaccurate, misleading, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable; harmful to minors in any way; (iii) infringe any patent, trademark, trade secret, copyright, or other proprietary rights or rights of publicity or privacy of any party; (iv) utilize any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", or any other forms of solicitation; or (v) interfere with or disrupts the Services or servers or network operator networks. Client and Provider will comply with the Family Educational Rights and Privacy Act ("FERPA") and Client will indemnify



Provider in the event that it is not found to be a “School Official” (as that term is used in FERPA and its implementing regulations).

**6.4.** Client further represents and warrants that: (a) it has prior express consent to contact each wireless phone number delivered by Client to Provider in connection with the provision of any Services delivering a prerecorded message or text, (“Notification Services”) and that the intended contact recipient is the current subscriber to, or the non-subscriber customary user of, the wireless phone number. Upon request by Provider, Client shall promptly provide, in writing, proof of prior express consent and Client’s processes for consent management; (b) it (1) has incorporated an interactive opt-out mechanism as part of any program relating to any Notification Services or (2) the contacts that are the subject of such Notification Services are not initiated to induce the purchase of goods or services or to solicit a charitable contribution (“Solicitations”), and (c) it has obtained from the recipient of any Solicitation an express written agreement that meets the requirements set forth in Section 310.4(b)(1)(v)(A) of the FTC’s Telemarketing Sales Rule.

**6.5.** Client acknowledges and agrees that where Provider reasonably believes that Client may not have complied with all laws, rules and regulations applicable to the performance of Notification Services, Provider may, at its option: (i) scrub all numbers against any appropriate data base deemed necessary to remove all wireless phone numbers; (ii) insert an interactive opt-out mechanism and pass the resulting data to client, or (iii) not provide any Notification Services.

**6.6.** Client shall indemnify, defend and hold Provider, its affiliates and their officers, directors, employees and agents harmless from and against any and all claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from Provider following Client’s instructions in sending the Messages or Client’s breach of any representation and warranty set forth in Sections 6.2 – 6.6.

## **7. Confidentiality and Proprietary Information.**

**7.1.** Each party may disclose (the “Discloser”) confidential and proprietary information (“Confidential Information”) to the other party (the “Recipient”). In each such case, the Recipient shall hold such Confidential Information in confidence and shall not disclose such Confidential Information except to a party’s Affiliates, employees or agents who have a need to know such Confidential Information in order to perform such party’s obligations under this Agreement. Client’s Confidential Information shall include of all information relating to the trade secrets or business affairs of Client including consumer data, merchandising plans, marketing plans and product design and information.

Provider's Confidential Information shall include the computers, systems and software operating the Service and all documentation, development tools, phone numbers, know-how and data related thereto, and any derivative works thereof as well as physical property, analytical procedures, techniques, skills, ideas, models, research, development, trade secrets or business affairs of Provider, its Affiliates or their employees, suppliers or agents. Neither party shall have any rights in the other party's Confidential Information and shall return or destroy all such Confidential Information upon the termination of the applicable Order or the request of the Discloser. Notwithstanding the foregoing, the parties acknowledge that Recipient shall not be required to return to Discloser or destroy those copies of Confidential Information residing on Recipient's backup, disaster recovery, or business continuity systems and the obligations hereunder with respect to such Confidential Information shall survive until such Confidential Information is destroyed.

**7.2.** Notwithstanding any other term hereof, the term "Confidential Information" shall not include information that: (a) was already in the lawful possession of the Recipient prior to receipt thereof, directly or indirectly, from the Discloser; (b) lawfully becomes available to Recipient on a non-confidential basis from a source other than Discloser that is not under an obligation to keep such information confidential; (c) is generally available to the public other than as a result of a breach of this Agreement by Recipient or its representative(s); or (d) is subsequently and independently developed by employees, consultants or agents of the Recipient without reference to the Confidential Information disclosed hereunder. In addition, a party shall not be considered to have breached its obligations by disclosing Confidential Information of the other party as required to satisfy any request of a competent governmental body provided that, promptly upon receiving any such request and to the extent that it may legally do so, such party advises the other party of the request prior to making such disclosure in order that the other party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

## **8. Indemnification.**

**8.1. General Indemnity.** Client shall indemnify, defend and hold Provider, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from: (a) a breach by Client of any term of this Agreement or an Order; (b) the Client Systems and Materials; (c) a claim relating to any defect in any product or service offered by Client, its Affiliates or any of their agents or customers ; or (d) all liabilities, demands, damages, expenses, or losses arising out of or resulting from any usage of the Licensed Materials. Provider shall indemnify, defend and hold Client, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party

claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or resulting from a breach by Provider of any term of this Agreement or an Order. Nothing herein shall require the Provider to indemnify the Client for any claim or any portion of any claim that arises from the Client's reckless, wanton, wrongful, or otherwise negligent acts of the Client.

**8.2. Provider Intellectual Property Indemnity.** Provider will have the obligation and right at the entire expense of Provider to defend any claim, suit or proceeding brought against Client its Affiliates or their officers, directors, employees or agents so far as it is based on a third party claim that the Services supplied by Provider infringe a United States copyright or a United States patent issued as of the effective date of the applicable Order, provided that Provider will have no indemnity obligation or other liability hereunder arising from: (1) Client's willful, reckless, wanton, wrongful, or otherwise negligent acts; (2) breach of the Agreement or an Order or alteration of the Services as provided by Provider; (3) the Client Systems and Materials or Services that are based upon the Client Systems and Materials, or information, design, specifications, directions, instruction, software, data, or material not furnished by Provider; (4) combination of the Services with the Client Systems and Materials or any materials, products or services not provided by Provider; or any (5) third party products or services. Notwithstanding the foregoing, in order to be indemnified to the extent stated, the Client must operate the Licensed Materials within the instructions and technical limits provided or approved by the Provider. If such a claim is or is likely to be made, Provider will, at its own expense and sole discretion, exercise one or the following remedies: (1) obtain for Client the right to continue to use, the Services consistent with this Agreement; (2) modify the Services so they are non-infringing and in compliance with this Agreement; (3) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states the entire obligation of Provider and its suppliers, and the exclusive remedy of Client, with respect to infringement of proprietary rights.

**8.3. Indemnification Procedure.** The party claiming indemnification shall: (a) provide prompt written notice to the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party. The indemnities set forth herein shall not apply to the willfulness on the part of the indemnified party or negligence of the indemnified party.

## **9. Miscellaneous.**

**9.1. Entire Agreement and Integration.** This Agreement, in conjunction with the applicable Order and the Privacy Policy found at <http://www.schoolmessenger.com/privacy-policy>, constitutes the entire agreement between the parties to such Order with respect to the subject matter of this Agreement and the applicable Order and supersede all prior agreements, discussions, proposals, representations or warranties, whether written or oral. The Agreement and Orders may be executed by fax, and/or in any number of counterparts, all of which shall together be considered an original and may be evidenced by a fax or scanned electronic (e.g. .pdf, .tif) copy. If Client has purchased SchoolMessenger SafeMail, the Human Monitoring Service: Service Level Agreement set forth at <http://safemail.schoolmessenger.com/SLA> shall apply and is incorporated by reference herein.

**9.2. Notices.** Any notice to be provided shall be in writing and shall be deemed given: (a) if by hand delivery, upon receipt thereof, (b) if mailed, three (3) days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, or (c) if by next day delivery service, upon such delivery, or (d) if by facsimile transmission, upon receipt of such transmission, to the addresses or facsimile numbers set forth below the signature block or to such other addresses or facsimile numbers as either party may designate from time to time by written notice to the other party hereto.

**9.3. Assignment.** This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Provider may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Provider's business or assets, whether by merger or acquisition.

**9.4. Waiver.** No course of dealing or failure of a party to enforce strictly any term or provision or to exercise any right, obligation, or option provided, will waive such term, provision, right, obligation or option.

**9.5. Independent Contractors.** The Agreement and Orders are not a joint venture or partnership, and each party is entering the relationship as a principal and not as an agent of the other. The parties hereto agree that Provider is an independent contractor in performing the Services.

**9.6. Choice of Law.** This Agreement and Orders shall be governed under the laws of Nebraska without regard for its choice of law principles. Client agrees that any legal action involving this Agreement or Orders in any way will be instituted in a court of competent jurisdiction located in Douglas County, Nebraska, and Client consents to

jurisdiction of the state or Federal courts in the State of Nebraska over Client's person for purpose of such legal action.

**9.7. Enforcement.** All users of the Services must adhere to the terms of this Agreement. Provider has the right, but is not obligated, to strictly enforce this Agreement through self-help, active investigation, litigation and prosecution. Provider may also access and disclose any information (including transactional information) related to Client's access and use of our website or network for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with law, rule or regulation (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services.

**9.8. Recording.** Client agrees that all calls may be recorded or monitored by Provider at Provider's option. Such recording or monitoring shall not violate any state or federal law.

**9.9. Taxes.** Provider shall add to each invoice and Client shall pay any sales, use, excise, value-added, gross receipts, services, labor related, consumption and other similar taxes or surcharges, however designated, that are levied by any taxing authority in connection with the provision or use of Services under this Agreement or any Order. If at any time during the Term of this Agreement or any Order, Provider believes that it is required by law to collect any new or additional taxes for which Client would be responsible for paying, Provider shall notify Client of such taxes, collect such taxes directly from Client and remit such taxes to the appropriate governmental authority. If any taxing authority determines at any time that Provider has incorrectly determined any tax liability regarding taxes for which Client is responsible pursuant to this Agreement or any Order, Provider shall have the right to invoice Client for such taxes determined by such taxing authority to be due and owing. If Client is exempt from taxes, Client shall provide a copy of any documentation evidencing such exemption before it begins to receive any of the Services.

**9.10. Severability.** If any provision of this Agreement or the applicable Order is held invalid or unenforceable at law, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable and the remainder of this Agreement and the applicable Order will continue in effect and be valid and enforceable to the fullest extent.

**9.11. No Third Party Beneficiaries.** This Agreement and Orders are for the sole benefit of the parties to such Order and are not intended to, nor shall it be construed to, create any right or confer any benefit on or against any third party.

**9.12. Interpretation.** “Including” means “including, without limitation”, and “days” refers to calendar days. This Agreement and each Order is the joint work product of the parties thereto, and no inference may be drawn or rules of construction applied against either party to interpret ambiguities. If any terms of this Agreement and an Order conflict, the terms of the Order will govern for that Order only. No preprinted or form terms, including on any purchase order, will apply.

**9.13. Identification, Advertising & Publicity.** Client agrees that it will not identify Provider as the provider of the Services to the media or any governmental, regulatory, or other official without prior notice to Provider and Provider’s prior consent, unless required by legal process, law, rule or regulation, in which case Client shall still notify Provider of such requirement. Except for materials already made public, neither party will distribute any news releases, articles, brochures, speeches, or advertisements concerning this Agreement or Order Forms, nor use the other party’s name or trademarks (or any variation thereof), without the other party’s prior written consent. Customer agrees that after execution of this Agreement, subject to Customer’s review and written consent, such consent not to be unreasonably withheld, conditioned or delayed, Provider shall have the right to place advertisements in financial and other newspapers and journals and in marketing materials at its own expense describing its services to Customer hereunder. Notwithstanding the foregoing, upon such public announcement, Provider shall, without the Customer’s further consent, have the right to include a “tombstone” with respect to such transaction on its Web site or in any “pitch-book” or similar marketing materials to the extent such tombstone does not include any information not previously publicly disclosed by Customer (or by Provider pursuant to this provision).

**9.14. Force Majeure.** Neither party shall be liable for delays and/or defaults in its performance (other than Client's obligation to pay fees for Services performed) due to causes beyond its reasonable control, including, but without limiting the generality of the foregoing: acts of god or of the public enemy; fire or explosion; flood; stability or availability of the Internet; the elements; telecommunication system failure; war; technology attacks, epidemic; acts of terrorism; riots; embargoes; quarantine; viruses; strikes; lockouts; disputes with workmen or other labor disturbances; total or partial failure of transportation, utilities, delivery facilities, or supplies; acts or requests of any governmental authority; or any other cause beyond its reasonable control, whether or not similar to the foregoing.

**9.15. Amendments.** Each amendment, change, waiver, or discharge shall only be valid if made in writing by authorized representatives of all applicable parties.

**9.16. Survival.** All provisions of this Agreement or any Orders which by their nature should survive termination shall survive termination including Sections 2, 3, 5, 6, 7, 8 and 9 of this Agreement.

**9.17.** Each party will comply with all applicable personal data protection and privacy laws where such party is located (the "Data Protection Laws"). The parties acknowledge and agree that, in accordance with the School Platform & Services Privacy statement set forth at <https://www.schoolmessenger.com/privacy-statement>: (i) WISC may have access to personal data under the Data Protection Laws and will: (a) use it solely for the purpose of providing the Services; (b) process it only in accordance with Client's instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to it; (ii) personal data may be processed by WISC and its affiliates in the United States, Canada and throughout the world; and (iii) Client is the data controller and retains full responsibility for the data processed on its behalf by WISC acting as data processor. If client is located in the State of Connecticut, the Connecticut Student Data Privacy Contract set forth at <http://www.schoolmessenger.com/ctsdp> is incorporated by reference herein.

## **10. Limited Warranty and Limitation of Liability.**

**10.1.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, PROVIDER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AND PROVIDER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. PROVIDER EXPRESSLY DENIES ANY REPRESENTATION OR WARRANTY ABOUT THE ACCURACY OR CONDITION OF DATA OR THAT THE SERVICES OR RELATED SYSTEMS WILL OPERATE UNINTERRUPTED OR ERROR-FREE.

**10.2.** NO CAUSE OR ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED UNDER THIS AGREEMENT BY EITHER PARTY.

**10.3.** EXCEPT FOR THE PARTIES' PAYMENT OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF PROVIDER FOR ANY REASON, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO PROVIDER BY CLIENT UNDER THE Order APPLICABLE TO THE EVENT GIVING RISE TO SUCH ACTION DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITS ON

LIABILITY IN THIS SECTION SHALL APPLY IN ALL CASES INCLUDING IF THE APPLICABLE CLAIM ARISES OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR STRICT PRODUCT LIABILITY, AND EVEN IF THE PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE OR FORESEEABLE.



# Exhibit C

**West's Education Group  
SchoolMessenger Solutions  
Privacy Statement**

West's Education group, part of West Interactive Services Corporation (in the U.S.) and West Unified Communication Services Canada (in Canada) and the provider of SchoolMessenger solutions, is committed to safeguarding the privacy and security of customer information. We believe the personal information of our service customers and users, and especially of students, is private, and we treat it confidentially. We have developed this privacy statement for our SchoolMessenger products and services, because we believe it is important for you to understand how we treat information you provide to us, or that we collect or maintain on your behalf.

**In General, for our SchoolMessenger solutions:**

- We will not ask for or collect personal information unless necessary to deliver our service or respond to a request;
- We will not use or share personal information with anyone except to deliver our services, comply with the law, protect our rights or the safety of our users, or as otherwise directed by our customers and users;
- We do not sell, trade, lease or loan student personal information to any third party for any reason, including for marketing or advertising; and
- We use industry standard measures to help protect personal information against unauthorized access and use.

This Privacy Statement is divided into two separate and distinct privacy statements for our SchoolMessenger solutions:

- Our **Website Visitor Privacy Statement** covers only those individuals visiting our marketing website [www.SchoolMessenger.com](http://www.SchoolMessenger.com); and
- Our **School Platform & Services Privacy Statement** applies to our educational agency and institution customers who have contracted with or otherwise agreed to license our products and services, and indirectly to users of those services about whom we collect or maintain personal information on our customer's behalf.

This statement applies only to the SchoolMessenger branded family of products and services, and does not apply to other products or services of West Corporation. These policies do not supersede any additional or different terms of any agreements between West and its subsidiaries and any customer agency/institution. This statement applies in the case of any conflict with the privacy statement of West Corporation or any other of its subsidiaries.

We collect, maintain and use personal information in compliance with applicable laws, including in the United States the federal Family Educational Rights and Privacy Act (FERPA) and in Canada the federal Personal Information Protection and Electronic Documents Act (PIPEDA) as required.

West's Education group's SchoolMessenger solutions also are a signatory to the Student Privacy Pledge ([www.studentprivacypledge.org](http://www.studentprivacypledge.org)), and its commitments and protections are reflected in our relevant School Platform & Services Privacy Policy.

If you have any questions about this privacy statement or our practices for handling personal information, please contact us as follows:

**West's Education Group**

**SchoolMessenger Solutions**

100 Enterprise Way, Suite A-300

Scotts Valley, CA 95066

Phone: 800-920-3897

<http://www.schoolmessenger.com/support>

**Website Visitor Privacy Statement**

This Website Visitor Privacy Statement covers only individuals in their use of our marketing website [www.SchoolMessenger.com](http://www.SchoolMessenger.com). If you are using a SchoolMessenger product or service, please see below our **School Platform & Services Privacy Policy**. In general, you can visit our SchoolMessenger website and learn about SchoolMessenger solutions without identifying or revealing any information about yourself. If you would like us to contact you to provide additional company or product information, you may choose to provide us with your personal information, including your name, telephone number and email address. We use this information only to correspond with you regarding your inquiry and our company/products, unless you further authorize us to use the information for additional purposes.

We may also use cookies to anonymously identify and track website visitors and to collect non-personal information such as website activity, referral website, and types of browsers and devices used to access our site. This data allows us to understand website usage patterns and make our website easier to use. If you submit your personal information via a web form, we may also utilize a persistent cookie to recognize when your computer visits our website. This allows us to provide personalized content. If you choose not to accept cookies, we may not be able to provide this same functionality and personalization.

We do not sell, trade, lease or loan the personal information we collect from our marketing website visitors to any third parties. Some of the information is maintained by data tools hosted by third party service providers, who do not have access to the information due to legal agreements and technology controls. We do not disclose any personal information about you, except as required or permitted by law. We do not send any unsolicited communications based on personal information we collect.

We maintain strict physical, electronic, and administrative safeguards to help protect your personal information from unauthorized or inappropriate access.

We reserve the right at our discretion to modify this Website Visitor Privacy Statement from time to time, and so you should review this Statement periodically. We will note any changes by updating the publication date of this Website Visitor Privacy Statement. In some cases, when required by law, we may ask you to agree to changes before they go into effect. Unless otherwise noted, any changes to this Website Visitor Privacy Statement will be effective when posted. Your continued use of this Site following the

posting of any changes to the Website Visitor Privacy Statement constitutes your acceptance to those changes.

### **School Platform & Services Privacy Statement**

Our SchoolMessenger School Platform & Services Privacy Statement applies to our SchoolMessenger products and services (“products”, “platform” or “services”) licensed by our educational agency and institution customers (“customers” or “schools”). These services include but are not limited to Communicate and InfoCenter/App (notification/SafeArrival), Presence (school website), CustomApp (school mobile app), Passport (single sign-on and account/data provisioning), SafeMail (email filtering), and SecureFile (document delivery). This Statement applies to information we collect from, or collect or maintain on behalf of, our school customers using these services, including the personal information of school employees, parents/guardians, students, etc. as well as school website and custom mobile app users.

While we do not provide information to third parties other than as described in this statement, our school customers may choose to do so. This Statement does not apply to information that schools provide to, or that is collected by, third parties through any of our services when that information sharing is determined by and controlled by our school customer. Schools should carefully read the privacy policies of such third party services before agreeing to share personal information with those parties through our services.

We do not determine what, if any, personal information that our school customers choose to make publicly available, such as on their school websites or apps. This Statement does not apply to such personal information that schools choose to make publicly available such as on their school websites (Presence) or school apps (CustomApp). We will not sell, trade, lease or loan such publicly available student personal information we host or access through our services to any third party for any reason, including for marketing or advertising.

#### **In General**

We operate as a school service provider, meaning that our customer agreement is with an educational agency or institution (“customer”) and not with an individual educator, parent, student or other individual (“user”) including not with visitors to our school websites or users of our school mobile applications. As such, we collect and maintain both customer and user personal information, including student personally identifiable information from education records, only acting as authorized by our customer agency/institution to deliver services to and on behalf of the agency/institution (e.g., in the United States, with regard to student personal information, as a “school official” as allowed under the federal Family Educational Rights and Privacy Act (FERPA)). In this role, we are deemed by the school to perform a service or function for which the school would otherwise use its employees.

Student personally identifiable information we obtain from our customer educational agency/institution continues to be the property of, and maintained under the direct control of, the agency/institution. We enable our customer agency/institution to exercise direct control over this student personal information through our Terms of Use, Terms of Service, and other agreements as well as through our product functionality to support school compliance with FERPA and other applicable laws. We shall not be responsible for any agency/institution violations of FERPA (in the United States) or laws in other jurisdictions where they apply specifically to our customer public or other education entity and not directly to West.

By using our product(s) or service(s), you agree to the terms of this Privacy Statement.

### Information Collection & Use

We collect and maintain only the information that is necessary to provide the Services to and on behalf of our customer agency/institution, or as otherwise shared with us by the agency/institution or their users.

We use this personal information to verify and provide access to your account, to correspond with you, to deliver our products and services, to resolve problems in service delivery, and as otherwise requested or directed by the agency/institution. We may as necessary also use this personal information to ensure legal or regulatory compliance, to protect the safety of individuals or the security of the service, to take precautions against liability, and as otherwise required or permitted by law. We neither claim nor assert any other rights or licenses to use student personally identifiable information.

We do not use or share student personal information to target advertising to students or other users. Please note that our customer agency/institution may independently choose to display advertising such as on their school website (Presence) or school mobile app (CustomApp), but we make no claims or warranties about that school-controlled practice.

In general, we do not knowingly collect personal information directly from students, including children under 13, but only as shared with us by our customer agency/institution. Exceptions are a student username, password and related account login credential information that we collect directly from the student if necessary when they login to our services as authorized by their school. By default, students cannot create an account – to enable our direct collection of their personal information – without the school’s consent. When we do collect student personal information directly from students, including children under the age of 13, we do so only on behalf of and under the direct control of our customer agency/institution, and the agency/institution is responsible for obtaining any necessary prior parental consents. Should we learn that we collected personal information from a child under 13 and the school does not provide proof of consent within a reasonable time, we will delete all such personal information.

We do not enable or encourage students to make their personal information publicly available.

More specifically, our services may collect, maintain and/or access the following types of personal information:

- Parent and school staff contact information such as names, language preferences and contact data (e.g., phone number, email address, and device ID);
- Student information such as name, unique identifier, email address, attendance, lunch account status, bus route, and class schedule;
- Account login credentials and session information such as usernames, passwords, email address, IP addresses, device IDs, and/or session cookies to automate customized settings;
- Notifications our school customers send to their constituents (e.g., staff, parents/guardians); and
- Student or other personal information within files or web pages hosted on our platform or distributed through our services.

In addition, a few of our services may, as needed to deliver the service, also collect or maintain the following personal information:

- Through SafeMail (email and document filtering): Email sent to/from/within the agency/institution-provided student and staff email accounts, including name, email address, message text, and message attachments; as well as other files shared with us by the agency/institution; and
  - Through Presence (school website hosting): student and school staff photos.
- When you use our school and other mobile applications, you may also be prompted to grant the app access to certain information and functions on your device, including your device ID, geolocation information, and calendar. We do not access this information, which remains on your device. This information is necessary for your device to enable the app to remain updated with the latest school information such as receiving push notifications, importing calendar events, and identifying nearby schools.

Some of our services may as needed also use cookies and other technologies to collect non-identifiable information about service usage such as language preference, Internet Protocol (IP) address, session time and length, and types of platforms used to access our services. This data allows us to simplify login, personalize service delivery, understand usage, and improve service delivery. Visitors can set their browsers to refuse cookies, but certain features may not function properly as a result.

We use aggregate or anonymous information for other purposes such as to evaluate, develop, improve and market our services.

## Information Sharing

We do not sell, trade, lease or loan the personal information we collect or maintain to any third party for any reason, including that we do not sell or otherwise share student personal information with direct marketers, advertisers, or data brokers.

We do not knowingly share or disclose student personal information with any other third parties other than as needed to deliver and improve the service, as permitted or required by law or government authorities such as for law enforcement or judicial purposes, as necessary to protect the rights or safety of individuals or the service, to ensure legal or regulatory compliance or take precautions against liability, or as otherwise expressly directed by our customers. Through our services, our customers may choose to disclose such information in their sole discretion, such as by displaying it on their school website operating on our platform, but we are not responsible for such disclosures.

Access to personal information is limited to our employees and our service providers as needed to deliver the service, to the school customer, and to other third party organizations if enabled by, and as determined by, the school.

We do not share student personal information with third parties, though a few of our service providers may have limited access to such information within our data systems in the course of their providing us with data analytics, software programming and related services to support our service delivery, evaluation or improvement. In some instances, we store student personal information with a third party data hosting provider, though student personal information is secured through access controls and electronic protection methods to prevent provider access. We have agreements in place with all third parties with access to student personal information to ensure they only use the information for purposes necessary to deliver the authorized service to us and to ensure they maintain the confidentiality and security of the information.

#### Data Security and Data Breach

We maintain a comprehensive set of security practices that are reasonably designed in accordance with commercial best practices to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

All student personal information is protected according to industry standard security protocols. Data is located in datacenter facilities using industry standard access control protections.

Our services include role-based authorization control functionality to enable our customer school's account administrator to configure and limit access to student personal information.

We limit internal access to student personal information to only those SchoolMessenger employees and contractors with a need to access the information to deliver the service.

We maintain a comprehensive hiring, training, and retraining process which includes rigorous pre-employment screening. All company employees with access to student personal information receive annual training on privacy laws and best practices for maintaining confidentiality of student personal information. SafeMail staff with access to student email and related confidential information must also pass a police record check for working with vulnerable persons.

If we know of a systems security breach by an unauthorized party or that any student personal information was used for an unauthorized purpose, we will comply with relevant state and other data breach laws. We will notify our customer agency/institution of any breach resulting in unauthorized release of data in the most expedient way possible and without unreasonable delay so that you can take appropriate steps.

We use reasonable efforts to assist our customers in identifying any known security breach in their systems or processes, but we make no claims or warranties to our customer or to any user for any inability, failure or mistake in connection with such assistance.

#### Information Access, Correction, Retention and Deletion

We attempt to keep your information complete, current and accurate. The agency/institution on behalf of whom we are collecting or maintaining student personal information has the right to review, correct, have deleted, and/or refuse to permit further collection or use of the information. In cases where such actions are not otherwise provided for by directly available product functionality, we will provide direct assistance within a reasonable time in response to a written request from the agency/institution.

We will also assist the agency/institution in its response to requests from parents/guardians/students to review and/or correct a student's personally identifiable information, including as required of agencies/institutions under applicable laws (including FERPA in the United States). As needed, we will provide direct assistance to the agency/institution in its response to the parent/guardian within a reasonable time following the agency/institution written request to us for such assistance. If we receive such requests directly from parents/guardians/students, we will refer those requests to our customer agency/institution and will not otherwise directly respond to those requests.

In general, we will retain personal information only as necessary to support the authorized purpose, comply with our legal obligations and agreements, resolve disputes, or as otherwise directed by our school customers. Any student personal information will remain subject to the restrictions and requirements described in this privacy policy for as long as we retain it. If and when personal information has been de-identified, that information is no longer personal information and no longer treated as



such according to the terms of this privacy policy. We will use reasonable de-identification methods to ensure the privacy and security of personal information entrusted to us.

To support our school customers in their compliance with, and any audits related to, certain applicable practices and laws (including the federal Telephone Consumer Protection Act (TCPA) in the United States), we often archive and retain Communicate call log and recipient number call preference data for up to four (4) years or longer if specified. This includes only limited personal information – the telephone number contacted – and does not include student names or other student personally identifiable information.

To support school compliance with certain applicable practices and laws (including the Children’s Internet Protection Act (CIPA) in the United States), all emails, email attachments and other files shared by the school to be put through our SafeMail technology filtering and human monitoring process are archived for seven (7) years before being permanently deleted.

We will permanently delete student personally identifiable information at any time within fourteen (14) business days of a request from the customer agency/institution and within 24 months after the agency/institution account is expired, terminated or otherwise inactive, unless otherwise requested except for the regulatory compliance noted above for Communicate and SafeMail, and to comply with other legal obligations. Our school customers are provided regular opportunities to update their data, including marking personal information for deletion.

### Bankruptcy, Sale or Merger

If we are involved in a merger, acquisition, or sale of all or a portion of our assets, including in the case of our bankruptcy, you will be notified via email of any change in ownership. In such a case, a successor entity will adhere to the terms of this privacy statement with regard to the previously collected student personal information.

### Links and Other Parties

Please note that our products and services may contain links to third party websites or services. In many cases, those links are instituted, enabled or directed by our customer agency/institution without our knowledge or control. In other cases, we direct the link such as to our partners in technology or education. In either case, while we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content, security, or privacy practices employed by other such parties and their websites and services. Unless otherwise noted, those third party resources are not covered by this Privacy Statement or any other of our policies or terms. You are encouraged to carefully review the separate and distinct privacy policy and terms of use of any such third party service before using it.

## Changes to Privacy Statement

We reserve the right at our discretion to change, modify, add or remove portions of this Privacy Statement from time to time. We will note any such changes by updating the publication date of this Privacy Statement. If we make significant changes, we will also provide notice to our customer agency/institution by sending an email to the account administrator. If we make any material changes to this privacy statement impacting student personal information that lessen protections previously noted herein, we will provide our customer agency/institution with thirty (30) days notice prior to implementing those changes and provide choice for termination of services and deletion or return of such information. In some cases, when required by law, we may ask you to agree to changes before they go into effect. By continuing to use our product(s) or service(s) after we provide notice of any changes to our privacy statement, you agree to the terms of this privacy statement.

## Questions and Concerns

If you are the administrator of an educational agency/institution customer account and have any questions about this statement or if you believe we are not handling your information in accordance with our privacy statement, please contact us per the information below.

If you are otherwise a user of one of our school services, we encourage you to first contact your educational agency/institution with any questions or concerns regarding this privacy statement or our handling of personal information.

### **West's Education Group**

#### **SchoolMessenger Solutions**

Privacy Manager

100 Enterprise Way, Suite A-300


Scotts Valley, CA 95066

Phone: 800-920-3897

<http://www.schoolmessenger.com/support>

This policy was last updated on July 14, 2017.

# Exhibit D



SchoolMessenger  
Proposal

Prepared For :

**Liberty Common School**

Prepared By:

**Jennifer Johnson**

Region Director

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E: [jjohnson2@west.com](mailto:jjohnson2@west.com)



100 Enterprise Way  
Suite 300-A  
Scotts Valley, CA 95066

5 C H O O L M E S S E N G E R®





January 24, 2017

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Prepared for: **Liberty Common School**

Fort Collins, CO 80525

Dear Review Committee:

At West Interactive Services Corporation, our goal with SchoolMessenger solutions has always been to ensure educators are able to quickly and easily connect with their communities in any language and on any device. We are focused on delivering innovative technology supported by an award-winning service and support team. Our platforms, features, and functions have continued to evolve and set the standard for the industry. Similarly, our commitment to being highly responsive and proactive in supporting our customers has pushed the overall market forward.

As evidence of our qualifications, note that we:

- Have offered the most widely-used product for notification in U.S. K-12 school districts since 2011, serving more than 26 million K-12 students (nearly half of all U.S. student enrollment).
- Are the website/ content management system (CMS) choice of more than 4,500 K-12 schools and districts across North America.
- Have developed custom mobile apps, integrating all communications - from the website, notification service and other sources - for more than 600 school districts.
- Have proven success in large districts like Houston ISD (210k students), Dallas ISO (165k students), Philadelphia School District (150k students) and many more.
- Serve more large urban districts than any other communications provider<sup>1</sup>.

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Our company is committed to the success of schools and school districts. We value our clients as partners in our effort to foster the connection between the school and the home, and ultimately to support the success and safety of students. We look forward to carrying this vision forward and serving one of Colorado's and one of the nation's leading school systems.

Sincerely,

Jennifer Johnson, Region Director

408.353.7157 / jjohnson2@west.com

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<sup>1</sup> SchoolMessenger is the district - wide notification provider in more member districts of the Council of Great City Schools - the defining association of the nation's largest urban public school systems - than any other vendor (<http://www.cgcs.org/about/member.aspx>).

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## EXECUTIVE SUMMARY

SchoolMessenger is the *Trusted Platform for School Community Engagement*. To accomplish our mission of ensuring educators are able to quickly and easily connect with their communities in any language and on any device, we offer a robust set of communication solutions for your district's unique needs.

We have prepared this proposal to showcase an industry-leading communication solution that we believe will meet your project's immediate goals and provide long-term value to Liberty Common School.



### EDUCATION-FOCUSED FEATURES

Every SchoolMessenger solution is powerful in its own right, but they are even more valuable when combined. That's why we propose that Liberty Common School adopts our three most popular solutions - *SchoolMessenger Communicate*, the notification system relied upon by more schools than any other; *SchoolMessenger Presence*, the K-12 website solution of choice for thousands of districts across North America; and *SchoolMessenger CustomApp*, the custom K-12 district mobile app offering.

Whatever your goals, SchoolMessenger solutions offer the features you need to communicate effectively:

- **Multi-channel notifications** via voice, text, email, social media, desktop pop-up, and web
- **Superior message deliverability** - Patented technology ensures your messages don't have to "wait in line," even in high-volume situations like widespread weather events
- **Integration and automation with more than 130 data sources** including most student information and foodservice POS systems
- **Classroom messaging** - Provide teachers with powerful messaging tools while maintaining visibility and control
- **Powerful yet simple interface** - Known for ease of use by staff of all skill levels
- **In-line website editing capability** which allows staff members to make on-page edits to content and layout in real time - without coding or use of a backend editor
- **Truly custom mobile apps**- Go beyond logo and color customization! We design to your exact specifications with your distinct goals and objectives in mind
- **Multilingual support** - Reach everyone in your diverse school community - more than 70 languages supported
- **Industry-leading accessibility, version control, and other legal compliance tools** that make it easier for you to stay compliant with ADA, CIPA, COPPA, and FERPA

## TESTED, TRUSTED, AND RELIABLE TECHNOLOGY

Many of the nation's most demanding school districts - as well as three branches of the U.S. military, numerous first responders, and leading colleges and universities - trust their important communications to SchoolMessenger products. In addition, **SchoolMessenger products are consistently honored** in "Reader's Choice" awards from top industry publications and recognized by leading ed-tech organizations:



To help districts stay compliant with the recently-updated Telephone Consumer Protection Act (TCPA), a federal law that restricts how automated calling and texting systems can be used to communicate with people, we also offer **industry-leading TCPA compliance features**. These unique tools are designed to help districts meet the requirements of this law and avoid costly lawsuits from consumers.

We were also an **early signatory of the Student Privacy Pledge**, which was created by The Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to encourage school service providers to affirm that K-12 student information is kept private and secure. We adhere to the Pledge's twelve stringent standards as part of a complete commitment to protecting student data.



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## SUPPORT THAT EXCEEDS EXPECTATIONS

Unlike other school communications products, SchoolMessenger solutions come with **truly unlimited, 24 x 7 x 365 support - at no extra charge**. There's no limit on the number of support cases you can submit and no cost for "premium" support. Plus, we never place restrictions on the number of people in your school or district who can contact our support team. Any teacher, administrator, or support staffer who has been trained on the system can contact us anytime with questions on any type of issue.

What's more, we realize that switching communications providers can pose a challenge. That's why we make the process as painless as possible with **free implementation support**. Our team will help you get up to speed on our notification system quickly, assisting with tasks like list building, SIS integration, attendance call setup, and more. Our content migration service allows you to focus on higher priorities while we build out your new website for you. And our mobile app team will provide you with a dedicated project manager to walk with you throughout the life of your app, from development and launch to post-launch support.

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Our commitment to service excellence is so extensive that we were awarded a Gold Stevie® award at the American Business Awards. Whether you call our toll-free 800 number, submit a support ticket via email, start a live chat, or contact us via web form, you'll discover the difference that world-class service can make.

## TOP-NOTCH TRAINING

We offer a range of **customizable training options** to get your users confident and ready to use our system to its fullest potential. Let our experienced trainers help ensure your users are trained effectively on the system, while our learning resources available through Resource Central offer product news, tips and tricks, training modules and more.

## ABOUT THIS PROPOSAL

We hope that this project proposal demonstrates the capabilities of our communications solution and a commitment to excellence that will help ensure the success of your district and schools. We look forward to working with Liberty Common School on this important and visible project.

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# SCHOOLMESSENGER BACKGROUND

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SchoolMessenger products from West Corporation's Education group are education's trusted communication solutions. More than 63,000 schools and other educational institutions across all 50 U.S. states and Canada depend on SchoolMessenger products and services.

From its start with notification services in 1999, the SchoolMessenger family of products has grown to meet the community engagement needs of school communications and technology professionals. SchoolMessenger products let schools engage with their staff, teachers, parents, and students in multiple languages and on any device.

SchoolMessenger products and services are selected in rigorous reviews by some of the largest school districts and school boards across North America. For example:

- The award-winning *SchoolMessenger Communicate* notification service is used by more K-12 schools than any other.
- *SchoolMessenger Presence*, the most flexible website content management system in K-12 education, is relied upon by more than 4,500 schools.
- *SchoolMessenger CustomApp*, for creating unique school mobile apps, is a key part of the communications efforts of hundreds of top K-12 districts.

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SchoolMessenger products run on the largest K-12 communications network in the world. Thanks to patented technology and rock-solid infrastructure, those products successfully deliver more than one billion notifications per year and effortlessly handle the most complex voice, text, email, mobile app, social media, and website communications.



SchoolMessenger is also a signatory to the Student Privacy Pledge and adheres to its twelve stringent standards as part of a complete commitment to protecting student data.

SchoolMessenger's product family is part of West Corporation (NASDAQ:WSTC). For more than 25 years, West has provided reliable, high-quality voice and data services. West serves clients in a variety of industries including telecommunications, public safety, technology, healthcare, financial services, and retail. West operates worldwide, in the United States, Canada, and many other countries.



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# SCHOOLMESSENGER COMMUNICATE

From emergency communication capabilities that are ready for any crisis to best-in-class tools for parent, community, and classroom engagement, *SchoolMessenger Communicate* is the unrivaled notification solution for K-12 schools and districts.

Simply put, *Communicate* delivers in the most critical situations, and that's why the product consistently outscores other systems in rigorous evaluations by the most demanding school districts. What's more, *Communicate* is shown to positively impact academic achievement, increase parent involvement, reduce absenteeism and dropouts, and save staff time



For a notification system you can count on in critical situations, choose *SchoolMessenger Communicate*.

## SCHOOLMESSENGER COMMUNICATE OFFERS THE FOLLOWING:

### UNMATCHED RELIABILITY AND PERFORMANCE

- **We've built the largest communications network in K-12 education**, offering unequalled capacity, infrastructure, and speed to help deliver your important messages efficiently and effectively
- **We deliver millions of messages at once and more than a billion messages per year** - all with precise accuracy and high speed, even during peak times
- **Patented technology which ensures rapid message distribution** - Thanks to our sophisticated, proprietary algorithms, your important notifications don't have to "wait in line" behind notifications from other schools
- **Time-tested technology that has delivered in every possible circumstance** - We've successfully delivered time-sensitive notifications about every kind of school event, including school violence incidents, severe weather events, lockdowns, and unexpected school closures

### DEEPEST K-12 FEATURE SET

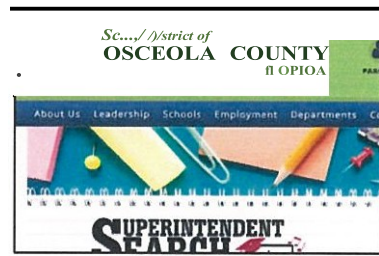
- **The most full-featured messaging product for schools** - Send unlimited broadcasts using voice, text, email, social media, desktop pop-up, web, and push notifications from one simple screen
- **Integration and automation with more than 130 data sources** - Powerful integration capabilities with top school software programs like PowerSchool, Skyward, TylerSIS, Me alTime, MCS, Lunchtime, and many more

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- **Instant translation to more than 70 languages** - Featuring robust text-to-speech, text-to-text, and quality assurance tools
- **Classroom messaging** - Offer teachers powerful messaging tools to enhance student and parent engagement while sidestepping the pitfalls of other solutions which provide no central office visibility or control over communications
- **Industry-leading TCPA compliance tools** that make it easier for you to stay compliant with important federal regulations on phone and text message communications and avoid costly lawsuits
- **Hands free notifications for every school situation** - Notifications for absences / tardies (including period attendance), foodservice lunch balance, bus route, library fines, and much more
- **Powerful yet simple interface** - Staff of all skill levels report that *Communicate* is amazingly easy to learn and use
- **Complex scenario handling** - Control how messages are delivered based on the notification type (e.g. early morning closure calling home phones versus afternoon dismissals calling mobile and work phones) - also set district-wide defaults and even configure individual rules to handle student-specific scenarios
- **Easy cross-platform communication** - Send notifications from *Communicate* and automatically update your website and mobile app, saving you time and effort
- **Powerful reporting and analytics**- Select from dozens of standard reports or build your own; save and schedule reports to automate processes such as "bad number" clean up; monitor activity in real time
- **Social media integration** - Easily publish to multiple Facebook and Twitter accounts at once from directly within the familiar *Communicate* interface; post voice messages to Facebook effortlessly
- **Robust email messaging tools** - Let us create beautiful HTML templates for your email newsletters or create and edit on your own with our template editor; powerful email analytics show you who opened and how much time they spent on your email
- **Flexible management tools** - Streamline deployment and support, even for districts with hundreds of schools and thousands of users; authenticate against LDAP-aware data sources; securely publish list definitions and messages between users
- **Interactive notification features**- Capture voice responses for use as a "paperless attendance note"; send surveys through phone and web with an unlimited number of questions
- **Access anywhere with our iPhone and Android broadcasting apps**
- **Hundreds more features and functionalities**

# SCHOOLMESSENGER PRESENCE

The website/ content management system (CMS) is often the heart of a school district's communications strategy. That's why more than 4,500 schools and districts have chosen us for a comprehensive solution. *SchoolMessenger Presence* includes website design services and an award-winning content management system that encompasses the critical technological components and services needed to effectively engage parents, while providing a personalized learning environment for students and teachers. Our solution includes hosting, online tools, implementation, support and maintenance, and beautiful design, providing everything you need to run fully interactive websites. Discover the many benefits that Presence has to offer.



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## SCHOOLMESSENGER PRESENCE OFFERS THE FOLLOWING:

### UNPARALLELED EASE OF USE

- **Flexible in-line editing capability** which allows staff members to make on-page edits in real time without HTML coding or use of a backend editor.
- **Drag and drop layout** - Move page elements with the click of a mouse.
- **Built-in photo editing tools** - Automatically resize and manipulate images without relying on external tools like Adobe Photoshop®.
- **Direct file uploads** from Google Drive, Facebook, Microsoft OneDrive, and other cloud services.

### DEEPEST K-12 SCHOOL WEBSITE FEATURE SET

- **Dynamic calendars** - Filter, merge, and search calendars across schools, departments, and the district; integrate with Google Calendar and other web-based calendars.
- **Teacher- and school-level directories** with full profile pages.
- **21st century communication tools** - Social media integration, newsletters and alerts, blogs, mobile sites, and Web 2.0 tools, all to optimize students' opportunities for success.

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- **News engine** - Push down news items from district site to individual school sites; set publishing schedule; give each school its own news feed if desired; add photos to news articles; news articles published automatically show up in your district's SchoolMessenger CustomApp.
- **Parent portal** - Parents can see children's assignments and quiz due dates, as well as grades of past assignments and quizzes.
- **Powerful video management features** - Video uploads and direct embeds.
- **Automatic image compression** which enables your site to load fast, no matter what device someone is using to view it.
- **Granular permission controls** - Configure access rights for individuals or groups easily and quickly.
- **Content approval workflows** - Delegate content editing tasks with approval workflows to ensure consistency across your organization.
- **Robust analytics** - Easily integrate with Google Analytics to track overall traffic, identify popular content, and identify trends.
- **Workflow designer** - Easily automate complex processes, such as processing of FOIA requests.
- **iPad and tablet support** - Ability to edit content via the Internet browser of a mobile device; responsive designs automatically adjust to fit any size screen.
- **Multiple language support**- A large number of languages supported via language translation software.

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## ENDLESS DESIGN OPTIONS

- **Responsive designs** that allow your website to seamlessly adjust to any size screen - mobile, tablet, desktop, etc.
- **Custom design options** - Create a totally original design that reflects your unique mission, vision, achievements, and programs.
- **The largest selection of K-12 website templates** - Each of our unique templates is 100% responsive.
- **70+ teacher page templates** - Allow teachers to provide customized, engaging classroom web pages.
- **School-level design customizations**- Maintain a cohesive branded look across all district sites while personalizing school-level sites with school colors and imagery.

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## EXTENSIVE INTEGRATION AND LEGAL COMPLIANCE FEATURES

- **Integration with popular collaborative tools** like Google Apps for Education, Office 365 Education, and more.
- **SIS integration** with popular programs like PowerSchool, Infinite Campus, Skyward, Tyler SIS, Rediker, eSchoolData, Renweb, Aeries, TxEIS, NCWISE, WVEIS, and many more.
- **Integrated technical solutions** - Never worry about having to re-enter information thanks to our integrations via SIF, Active Directory/ LDAP, SAML, XML/ RSS, POP3/IMAP/ SMTP email servers, and more.
- **Notification system integration** - Automatically push updates from your notification system to your website to keep the community informed while saving time and effort.
- **Cloud integration with single sign-on (SSO)**- Easily leverage the flexibility and cost savings of cloud-based technologies.
- **Industry-leading accessibility, version control, and other legal compliance tools** that make it easier for you to stay compliant with ADA, CIPA, COPPA, and FERPA.

# SCHOOLMESSENGER CUSTOMAPP

You work hard to set your district apart from others. That's why it's so important to choose a mobile app provider who truly understands K-12 app development.

There's a clear difference between distinctive apps and those based on standard templates, and your district deserves an app which showcases your distinct vision and accomplishments.



*SchoolMessenger CustomApp* is the school mobile app solution that is completely customized to the needs of each individual district. And we don't stop there. From our rapid development process to ongoing support, *CustomApp* provides the capabilities districts need to reach parents and community members on their mobile devices.

## SCHOOLMESSENGER CUSTOMAPP OFFERS THE FOLLOWING:

### TRULY CUSTOM DESIGN

- **Original designs for each app (no cookie-cutter templates!)** - We create a completely original design to highlight your unique organization, programs, and successes
- **Full branding support** - We do more than slap your district name and logo onto a basic template; we integrate all of your branding elements into the design to create a compelling app that integrates well with your other communications channels
- **Possibilities limited only by your imagination** - Want to improve staff engagement? Let us create a separate section within your app just for employees, filled with important human resource and professional development content. Want to build alumni engagement into your app? Let us bring together the athletic, news, and fundraising content you need. Anything is possible!
- **Unique through-and-through** - From the design of each icon and button, to page layouts, to content sourcing, every detail is customized to you
- **No hidden charges or fees** - Custom design comes standard!

### END-TO-END SUPPORT

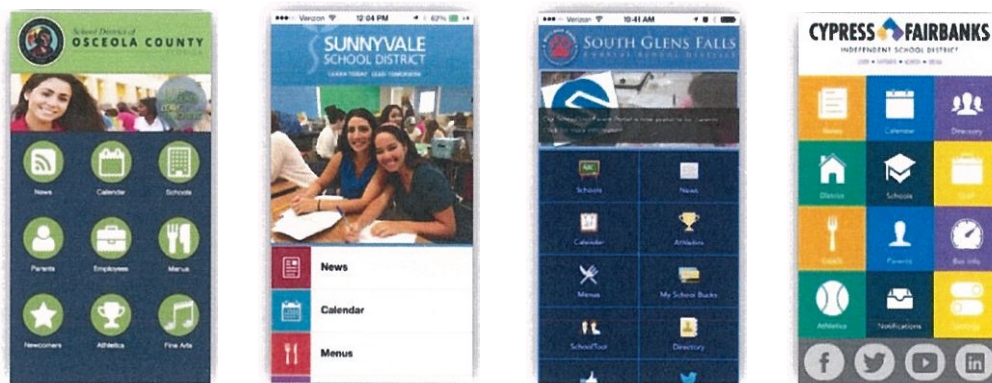
- **Dedicated project manager** - A single point of contact for all of your app development and support needs; our experienced professionals will walk you through app creation, launch, and post-launch maintenance
- **Rapid end-to-end development process** - Our simple four-step process ensures that your CustomApp is built to your exacting specifications in the most efficient and effective way possible



- **Full launch support** - Benefit from our experience with helping hundreds of top districts successfully launch their apps; our best practices, advice, promotional materials, and more will help you drive downloads and engagement with your app
- **Ongoing maintenance and support** - We manage hosting and technical updates (e.g. as mobile phone platforms evolve) and will help add new content streams; contact us any time you need assistance

## DEEPEST K-12 FEATURE SET

- **The most robust set of content modules for school mobile apps** - Bring in district- and school-level calendars, lunch menus, sports schedules and results, social media channels, announcements, maps and directions, events, and more
- **Easily integrate with your notification system and website** - You don't need another communications channel to update! Save time and effort by having notifications and website postings automatically appear in your app
- **Make payments easier with your app** - Link to your payment system, school store, and lunch account system from within your app
- **iOS and Android support** - Unlike other solutions that claim to be apps but are actually responsive websites, CustomApp delivers true native apps for Apple and Android devices; claim your place in the most popular app marketplaces
- **Location-based school setup** - App suggests schools to follow based on user's location
- **Push notifications** - Get your community's attention when urgent situations arise
- **Robust analytics** - Easily measure app engagement by viewing data on downloads and in-app traffic; generate reports for your team
- **Web-based App Manager tool for easy content management** - Edit content on the fly, adjust images and layout, and instantly publish changes
- **Rotating banner module** - Display content banners or advertising with links to external websites





# RELIABILITY, DATA SECURITY, AND PRIVACY

There are two things your communications products must do: they must work at all times, and they must protect sensitive student data. That's why we have taken all commercially available measures to ensure message deliverability, protect overall system availability, and safeguard data on the SchoolMessenger platform.



## PATENTED GEO-DISPERSION TECHNOLOGY

SchoolMessenger was awarded a patent (U.S. Pat. No. 8,131,269) for its highly available, distributed notification technology architecture. The patented technology prepares voice messages and delivers them in mass, to a single recipient or to a particular group or household, more quickly and with a higher degree of redundancy than earlier generation architectures. It also provides the intelligence necessary to effectively allocate those messages across its highly distributed nationwide infrastructure, increasing the overall redundancy and resiliency of the system. The basis of the patent is a system and method which uses a highly distributed architecture to deliver extremely large volumes of mass notifications originating from many locations nearly instantaneously.

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## SECURE FACILITIES

We partner with multiple leading Internet co-location companies - the same IT partners employed by important content and enterprise customers. These facilities are protected by rigorous physical and biometric security systems. All sites are engineered to survive natural disasters. Plus, redundant network, power, HVAC and fire detection/ suppression systems ensure the highest levels of system availability. And, our facilities are SAS 70 Type II certified.



## UNSURPASSED TRANSPORT ENCRYPTION

With SchoolMessenger, all session information (including data exchanges between District systems and the SchoolMessenger service) is protected by 256-bit SSL encryption certified by Norton Secured, Powered by VeriSign, the trusted industry leader in secure certificate authentication services. They provide the highest level of encryption available to civilians in the

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US. This means that sensitive information like phone numbers and email addresses are fully protected.



## INDEPENDENT SERVICE

The SchoolMessenger applications and networks were built from the ground up over several years and with sizable investment. We do not resell someone else's service. You never have to worry about the dependability of a third party because we own and operate the entire application.

## [g] SECURE PASSWORDS

Passwords are stored securely and log in access is governed by industry-standard encryption. Combined with the rules-based Web browser access that limits each user based on data view restrictions, we provide a multi-point security schema that protects data from unauthorized use.



## PROTECTION FROM MULTIPLE REDUNDANT FIREWALLS

Our service uses redundant firewalls from two independent, industry-leading manufacturers to provide double the protection and ensure high availability. A security flaw in one firewall layer doesn't compromise the system - or your data. We use firewalls with:

1. Integrated deep inspection for application -level attack protection for our Internet facing protocols, applied on a per-policy basis
2. Denial of service protection to protect against both internal and external attacks.
3. High-availability capabilities to minimize the potential for a single point of failure
4. Dynamic routing support to reduce reliance on manual intervention to establish a new route in the event of failure



## COMPREHENSIVE PRIVACY POLICY

As per our privacy policy, no data is ever shared with any outside party for any reason (other than to deliver the services). Key provisions follow:

1. We do not sell, trade, loan or lease any information or data about our customers to any third party. Your contact information, the contact information of your constituents, your communications, data, documents and information are kept private and protected.



2. We are not a source of, nor do we deliver, unsolicited email, unsolicited voice mail, or unsolicited faxes. We will not send any unwanted communication to you or your constituents.
3. We do not sell or otherwise provide information to direct marketers or any other third parties.
4. We do not disclose any non-public information about you, except as required or permitted by law. {Under U.S. law, there is an affirmative duty of service providers to the public to report knowledge of facts or circumstances of online child pornography to the federal CyberTipline.}
5. We maintain a comprehensive hiring, training, and retraining process which includes rigorous pre-employment screening. Pre-employment screening can include but is not limited to:
  - o Conducting credit referencing and criminal background checks
  - o Verifying academic and professional qualifications
  - o Undertaking detailed employment reference checking, including confirmation of employment dates, job titles, leaves (where relevant) and salaries
  - o Confirming current, past and disqualified certifications and licenses, if any
6. Additionally, each employee, as part of the hiring process, signs agreements and statements including but not limited to:
  - o Non-disclosure agreement
  - o Confidentiality agreement
  - o Company policy acknowledgement and agreement



## STUDENT PRIVACY PLEDGE COMMITMENT

SchoolMessenger adheres to 12 stringent student data privacy standards as a further assurance of our commitment to protecting your data. These include the following:

### STUDENT PRIVACY PLEDGE COMMITMENTS

<p><b>O</b> Not collect, maintain, use or share student personal information beyond that needed for authorized educational/ school purposes, or as authorized by the parent/ student.</p>	<p>Information only for purposes for which we were authorized by the educational institution / agency, teacher or the parent/ student.</p>
<p><b>O</b> Not sell student personal information.</p>	<p>Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes</p>



for which the information we maintain is used or shared with third parties.

**O** Not use or disclose student information collected through an educational/ school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.

Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student / parent consent.

**O** **Not** build a personal profile of a student other than for supporting authorized educational/ school purposes or as authorized by the parent/ student

Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks - such as unauthorized access or use, or unintended or inappropriate disclosure- through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.

**O** Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution / agency, or the parent/ student when the information is collected directly from the student with student / parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.

Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.

**O** Not knowingly retain student personal information beyond the time period required to support the authorized educational / school purposes, or as authorized by the parent/ student.

Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

# IMPLEMENTATION

Making the choice to implement new communications solutions is no small undertaking. We fully understand the work involved. That's why we've made it our goal to make deployment as smooth as possible.

Once we receive the school district's order, our team immediately starts working on the project. Within a day or two (depending on district schedules) we'll plan a project kickoff call and deliver a finalized project plan to the district.

The following table provides a sample project plan for tracking the implementation of SchoolMessenger projects and services for Liberty Common School. Target dates are best estimates and will vary based on the project commencement date and verification of district goals.

## IMPLEMENTATION SUMMARY

DELIVERABLE	GO LIVE DATE
Notification service for sending alerts through various channels including voice/ text/ email/ push; includes automated alerts (e.g. absence notification) and user-generated communications (e.g. outreach and emergency)	Within 30 days
Custom mobile app in Apple's App Store and Google Play for Android; contains subset of website/ CMS content, information from other sources such as social media , and push notifications .	Within 60 days
Website/ CMS design and hosting for district and all component schools (includes migration of content from current sites)	Within 90 days

SCHOOLMESSENGER COMMUNICATE TIMELINE

MILESTONE/ TASK	PARTIES	DAYS AFTER COMMENCEMENT
Intro/ kick off meeting	West, District	1 day
Priority Access: Notifications account is created to ensure immediate availability of rapid calling capability. Through remainder of deployment, District is assured that they can send notifications on a moment's notice.	West	1 day
Data integration plan delivered	West	3 days
User account provisioning complete	West, District	7 days
Data integration base setup complete	West, District	14-21 days
System administrator training	West, District	21 days
End user training (sending notifications, producing reports)	West, District	21 days
School-level test/ introductory broadcast	West, District	21-28 days
District-wide test / introductory broadcast	West, District	21-28 days
Final launch status meeting	West, District	30 days
Automated absence notifications commence on first day of school	West, District	TBD per district schedules
Follow up trainings as needed	West, District	TBD per district schedules

SCHOOLMESSENGER PRESENCE TIMELINE

MILESTONE/ TASK	PARTIES	DAYS AFTER COMMENCEMENT
Intro / kickoff meeting	West, District	1 day
Follow up requirements meeting #1; <b>review</b> outline of project plan updated based on kickoff meeting	West, District	14-21 days
Detailed project plan and timeline delivered	West	14-21 days
Design / style guide delivered; iterated based on district feedback (governs website / CMS and informs mobile)	West, District	28 days
Top-level project status meeting #1	West, District	30 days
Information architecture delivered; iterated based on district feedback	West, District	42 days
Top-level project status meeting #2	West, District	48 days
- Site migration (from current website) commences	West, District	50 days
Beta / staging full site launch for district preview	West	65 days
Top-level project status meeting #3	West, District	75 days
System administrator training on beta / staging site	West, District	80 days
Optional end user training on beta / staging site (e.g. principals and department heads)	West, District	80 days
Final candidate site posted (incorporates beta feedback; provides for final review prior to live launch)	West	85 days
Full site live launch	West	90 days
Top-level project status meeting #4 (post launch review)	West, District	TBD per district schedule
Optional on-site teacher training	West, District	Ongoing

May 31

Earmark what needs transferred before day 50

## SCHOOLMESSENGER CUSTOMAPP TIMELINE

MILESTONE/ TASK	PARTIES	DAYS AFTER COMMENCEMENT
Intro / kick off meeting	West, District	1 day
Module definition and content sourcing document delivered	West	14 days
Deliver home screen mock up options	West	28 days
Beta app delivered via Test Flight (sources against beta / staging district site); selected school and district-level users perform testing	West, District	32 days
App modified based on beta test feedback	West	38 days
Final live app submitted to Apple's App Store and Google Play for Andro id	West	42 days
App live in the app stores (date subject to final approval by Apple and Google)	West	60 days
Post launch review; initiate optional media outreach campaign to inform local press about app and other communication enhancements	West, District	TBD per district schedules
Expand mobile app content sourcing as needed based on feedback	West, District	Ongoing

## DEPLOYMENT AND BEYOND

Once implementation is complete, our teams of training, service, and support experts take on the role of caring for you as a member of our family. Our customer care philosophy is based on friendliness, courtesy, and quick service. We're proud that a nationwide survey reported our customers have an overall satisfaction level of 97 percent. But more importantly, we're proud of the fact that we have built a level of trust with educators that is unprecedented.



# TRAINING

We know that confident system users are essential to the district's success. We also know that proper training is the key to achieving that goal. That's why we provide a range of customizable training options to ensure you get the most out of your investment. We collaborate with your staff to determine the training program that best fits your objective, schedules, budgets, learning styles, and facilities. Options include:

- System Administrator training
- Train-the-Trainers training
- End User training
- Refresher training
- Unlimited webinar training is available online at <http://www.trainingschoolmessenger.com>

TRAINING FORMAT	DESCRIPTION	ON SITE TRAINING: FACILITIES REQUIRED	REMOTE TRAINING: FACILITIES REQUIRED	TYPICAL SESSION LENGTHS
<b>System Administrator Training</b>	Minimum level of training provided with every SchoolMessenger implementation. A small number of system administrators - which may also include domain experts from the data and networking teams - are trained on the management of the system or service. This training can be conducted either on site or remotely via a web meeting/ conference call.	Office, conference room or computer lab <sup>1</sup> with Internet access	Computer with Internet access <sup>2</sup>  Phone	90 minutes
<b>Train-the-Trainers Training</b>	The district may choose to have our trainers work directly with designated district trainers. The training is designed to empower district trainers with the necessary confidence and skills to train other end users throughout the district.	Computer lab with Internet access  Data projector	Computer lab  Speakerphone  Data projector	90 minutes

<sup>1</sup> Minimum Requirements: Internet Explorer v 6 (or higher), Mozilla Firefox v 3.0 (or higher), Safari v 3.1 (or higher), Chrome v 11.0 (or higher) and others

<sup>2</sup> Minimum Requirements: Support for WebEx or GoToMeeting

<p><b>End User Training</b></p>	<p>Typically performed "classroom style." Users need only attend one session and the training can be performed for as many individuals as the district's facilities will reasonably accommodate. Optionally, web training sessions can be scheduled and attended by end users in dispersed locations via a web meeting/ conference call. Distributed remote training sessions are limited to 999 participants per session.</p>	<p>Computer lab Data projector</p>	<p><b>Classroom style:</b> Computer lab Speakerphone Data projector <b>Dispersed Trainees:</b> Computer with Internet access Phone</p>	<p>45 - 60 min per session</p>
<p><b>Refresher or Advanced Training</b></p>	<p>Similar to end user training, follow-up training sessions are typically performed classroom style and can be done remotely or on site.</p>	<p>Computer lab Data projector</p>	<p><b>Classroom style:</b> Computer lab Speakerphone Data projector <b>Dispersed Trainees:</b> Computer with Internet access Phone</p>	<p>45 - 60 min per session</p>
<p><b>Unlimited Webinar Training</b></p>	<p>New and advanced Users can sign up for any of our webinar training sessions at their convenience. See what we have to offer at <a href="http://www.trainingschoolmessenger.com">http://www.trainingschoolmessenger.com</a>.  District-specific webinar trainings can also be arranged.</p>	<p><b>N/A</b></p>	<p>Computer with Internet access  Phone</p>	<p>45 - 60 min per session</p>

## EXPERIENCED TRAINERS

We have invested significant resources in providing customers with a top-notch training experience. The dedicated training department contains several full-time trainers, each with significant professional development experience in the K-12 market.

## EASE OF USE AND EMBEDDED TUTORIALS

The decision to conduct training sessions in person or remotely via a "web cast" and conference call depends on a range of factors: training scope, deployment schedules and budget constraints, just to name a few. Large groups requiring end user training may dictate onsite classroom style training sessions in a computer lab environment. System Administrator training or the training of trainers may be done in person but is often performed remotely. Refresher and Advanced training courses with target user groups are typically performed via remote training sessions.

## TECHNICAL SUPPORT

We provide full support services through a toll-free 800 number, email, live chat and web form for all users for all issue types at no additional cost.

We are a recognized leader in ongoing support and customer service. Our customer care philosophy is based on friendliness, courtesy, and quick service. We go beyond traditional support, and look for opportunities to ensure that end users are trained effectively and prepared to communicate meaningfully with their community.

### ALL CUSTOMER SERVICE IS:

- Supplied by our customer service team (never subcontracted or outsourced)
- North American based
- Designed for the unique needs of educators

In addition, because getting help quickly is often a requirement for something as mission critical as your communication solutions, we offer support 24 x 7 x 365, and a 5-Minute Support Guarantee. Details are posted here: <http://www.schoolmessenger.com/five>

# COST OF SERVICES AND OPTIONS

## PRICING INCLUDES:

- Unlimited service
- Professional setup and data integration
- Technical support
- Extensive on-site and remote training
- 5-year price commitment; no obligation to commit beyond year 1

### SCHOOLMESSENGER PRICING

**YEAR 1**

**YEAR 2**

**YEAR 3**

**YEAR 4**

**YEAR 5**

BASED ON 1087 STUDENTS AND 2 SITES

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>SchoolMessenger Communicate</b> <i>(\$1.95 / student/year + \$0 one-time setup fee in Year 1)</i>	\$2119.65	\$2119.65	\$2119.65	\$2119.65	\$2119.65
<b>SchoolMessenger Presence</b> <i>{ \$1440.00 / site/year + \$3500.00 one-time setup fee in Year 1 }</i>  <i>*based on template design</i>	\$6380.00*	\$2880.00	\$2880.00	\$2880.00	\$2880.00
<b>SchoolMessenger CustomApp</b> <i>{ \$1.00 / student/year + \$660.00 one-time setup fee in Year 1 }</i>	\$1747.00	\$1087.00	\$1087.00	\$1087.00	\$1087.00
<b>TOTAL</b>	\$10,246.65	\$6086.65	\$6086.65	\$6086.65	\$6086.65
<b>Discounted price for bundling all services</b>  <i>*based on template design</i> <u>Optional Design</u> <i>**Custom Template: \$7000 one-time setup fee</i> <i>**Premium Custom : \$25,000 one-time set fee</i>	<b>\$5000.00*</b>	<b>\$5000.00</b>	<b>\$5000.00</b>	<b>\$5000.00</b>	<b>\$5000.00</b>

\*No additional charge for staff. No hidden charges or fees. No charge for version upgrades.



**PACKAGE · SCHOOLMESSENGER COMMUNICATE**

Following is a summary of the pricing for the services described here. There are no hidden fees or upcharges. The SchoolMessenger approach is "all inclusive." Pricing valid for 30 days from date of proposal.

<b>APPLICATION FEATURES</b>	
Unlimited voice, SMS text, and email messages with unlimited contact points per recipient	Included
Unlimited self -updating lists/ (groups dynamically change based on source data)	Included
Instant translation to 70+ languages with reverse translation quality assurance	Included
Message Templates quickly send a broadcast in any language with one click	Included
HTML Email with attachments and district controlled branding / templates	Included
Social media publishing (Facebook/ Twitter) which posts text and/ or message audio	Included
Configurable RSS widget to post messages automatically to school/district websites	Included
Desktop Alerts push a "pop up" to any school or district computer screen	Included
InfoCenter parent portal; manage preferences & review prior messages	Included
Broadcast messaging apps for iPhone® and Android™ devices	Included
Quick Tip anonymous reporting module	Included
Surveys through phone and web with unlimited questions	Included
Dashboard offers at-a-glance views into overall messaging activity	Included
<b>INTEGRATION AND AUTOMATION</b>	
Hands-free integration and automation with more than 130 data sources	Included
Automated absence notification individualized per campus, unlimited languages	Included
Other automated notifications (e.g. low lunch balance alerts) added any time	Included
<b>IMPLEMENTATION, SERVICE, SUPPORT AND RESOURCES</b>	
Rapid implementation to minimize effort of district staff	Included
24 x 7 x 365 highly available phone and email support	Included
Unlimited training through remote web sessions	Included
Resource Central; site with sample messages, policy guides, tips, tricks and videos	Included
Enrollment (# of students)	1087
Per Student Rate, Year 1	\$1.95
Per Student Rate , Optional renewals	\$1.95
One-Time Set-up Fee	\$0
<b>Total Year 1</b>	<b>\$2119 .65</b>
<b>Total Ongoing</b>	<b>\$2119.65</b>

Actual final price is re-evaluated each year based on per student rate times actual enrollment. No additional charge for staff. No hidden charges or fees. See Implementation & Training Plan for details of automation and integration.

**PACKAGE: SCHOOLMESSENGER PRESENCE**

Following is a summary of the pricing for the services described here. There are no hidden fees or upcharges. The SchoolMessenger approach is "all inclusive." Pricing valid for 30 days from date of proposal.

<b>APPLICATION FEATURES</b>	
Mobile friendly website including unlimited pages	Included
Flexible in-line editing for real-time, on-page editing of content	Included
70+ teacher page templates to help create engaging classroom websites	Included
Built-in image editor and direct file uploads from cloud services	Included
Drag-and-drop layout editing capability	Included
Teacher- and school- level directories with full profile pages	Included
Calendar module - Filter, merge, and search across calendars	Included
<b>News</b> and announcements module, blog/podcast module	Included
Content approval workflows and permission controls	Included
Integration with Google Apps, Office 365, and SIS, and many other programs	Included
Legal compliance tools that help maintain compliance with ADA, FERPA, CIPA	Included
Implementation support, and training	Included
Content migration for district - and school -level content <i>(additional charges for migration of teacher pages, blogs, calendar content, and third-party content may apply)</i>	Included
Unlimited 24 x 7 x 365 support for all users: phone, email, chat, and web form	Included
Integration with <i>SchoolMessenger Communicate</i> and <i>CustomApp</i>	Included
Ongoing hosting, maintenance and unlimited use	Included
Unlimited users and unlimited storage	Included
Number of Sites	2
Per Site Rate (Annual)	\$1440.00
One-Time Setup Fee	\$3500.00
Template Design	
<b>Total Year 1</b>	<b>\$6380 .00*</b>
<b>Total Ongoing (Optional Renewals)</b>	<b>\$2880 .00</b>





**PACKAGE: SCHOOLMESSENGER CUSTOMAPP**

Following is a summary of the pricing for the services described here. There are no hidden fees or upcharges. The SchoolMessenger approach is "all inclusive." Pricing valid for 30 days from date of proposal.

<b>APPLICATION FEATURES</b>	
Development of custom mobile app based on district content sources	Included
Custom screen design services	Included
Custom scripting to source content from non-feed based sources	Included
Publishing in Apple's App Store and Google Play (Android)	Included
Universal App (iPad-specific version available in Apple's App Store)	Included
Unlimited push notifications	Included
App Manager application - edit content, adjust images and layout, and instantly publish changes; review app analytics and generate reports for your team	Included
Rotating banner module - display content banners or advertising with links to external websites	Included
Quick Tip anonymous tip submit al module (requires <i>School/Messenger Communicate</i> )	Included
Ongoing hosting, maintenance and unlimited downloads	Included
Enrollment(# of students)	1087
Per Student Rate, Year 1	\$1.00
Per Student Rate, Optional renewals	\$1.00
One-Time Set-up Fee	\$660.00
<b>Total Year 1</b>	<b>\$1747.00</b>
<b>Total Ongoing</b>	<b>\$1087.00</b>

DESIGN  
OPTIONS




RESPONSIVE  
TEMPLATE










CUSTOM DESIGN

PREMIUM CUSTOM  
DESIGN

\* EXCLUSIVE USE-NO COPIES

Included:

Layout type	Choose from	Choose from predefined layouts (wireframe)	Custom layout
	30 Presence templates	Custom design	Custom design
Design type			
School website format options	Optional for alternate template for school sites	Same custom design, same layout for schools or template for schools	Same custom design, optional alternate layout for all schools
Consultations with designer (wireframe/mockup as applicable)	0	0	2 (Initial & Revision)

DESIGN OPTIONS	RESPONSIVE TEMPLATE	CUSTOM DESIGN	PREMIUM CUSTOM DESIGN
			* EXCLUSIVE USE - NO COPIES *
Custom colors	2	2	2+
Mega or Drop down Menu options	3	3	3
Responsive			
Different logo for school sites			
School logo/branding application (provided by school)			
	Default (font-awesome icon library)	Custom	
integration		 Facebook 	
Social media icons		 	
Social media Share buttons on subpages			
Select a School dropdown	Default 	Custom 	
		11 SELECT A SCHOOL	

	DESIGN OPTIONS	RESPONSIVE TEMPLATE	CUSTOM DESIGN	PREMIUM DESIGN	CUSTOM DESIGN
Default translate			Default Language	Custom Translate 	* EXCLUSIVE USE -NO COPIES*
Search		Default Presence 	Default Presence Default Google Search   3 <sup>rd</sup> party search vendor	Custom Presence Custom 3 <sup>rd</sup> Party 	
Quicklinks custom link, text					
Quicklinks Icon library/style		Default	Default, Custom	Default, Custom	
Quicklinks custom look, feel & functionality					
Page themes (Home page and subpage)		2	2	2+	**4 maximum (home, sub, department page options)
Landing page design (page type)		0	0	1	
Drag-and-drop layout					



