


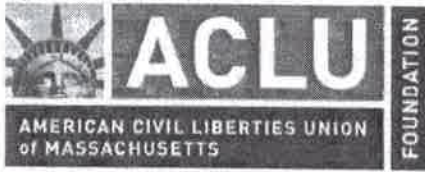
# WEST SPRINGFIELD PUBLIC SCHOOLS WEST SPRINGFIELD, MASSACHUSETTS

---

TO: Mason Kortz, Legal Fellow  
ACLU  
FROM: Michael Richard, Interim Superintendent   
DATE: December 17, 2014  
RE: Request for Public Records Relating to Student Records Management

---

As requested, please see attached documents relating to student records management from the West Springfield Public Schools. Please contact me at 413-263-3300 or [mrichard@wsps.org](mailto:mrichard@wsps.org) should questions arise.



Mason Kortz, Legal Fellow  
ACLU of Massachusetts  
211 Congress Street  
Boston, MA 02110  
mkortz@aclum.org  
(617) 482-3170 x314

November 26, 2014

DEC 01 2014

Michael Richard  
Superintendent  
West Springfield School Department  
26 Central Street  
West Springfield, MA 01089

**Re: Request for Public Records Relating to Student Records Management**

Dear Mr. Richard,

This is a request for public records under M.G.L. ch. 66, § 10 made on behalf of the American Civil Liberties Union Foundation of Massachusetts (ACLUM). ACLUM seeks public records relating to the *creation, maintenance, and release* of personally identifiable student information. We are not requesting any personally identifiable student information *itself*.

Under 603 C.M.R. 23.02, student records include any information about a student held by a public school in a way that the student may be individually identified. Public schools are required to take special care in protecting student records because access to this information raises serious privacy concerns. ACLUM understands that schools in your district use software designed to create, maintain, store, and release student records (a "Student Information Systems" or "SIS"). We also understand that your schools may create, maintain, store, or release non-record data referencing specific students. ACLUM requests two categories of documents: (1) documents relating to student records; and (2) documents relating to personally identifiable student information other than student records.

First, we request the following documents relating to student records:

1. Any contracts, agreements, receipts, invoices, grants, or Memoranda of Understanding for:
  - a. The purchase, lease, or use of an SIS.
  - b. The purchase, lease, or use of any hardware or software that is able to access student records by connecting to an SIS.
  - c. On-site or off-site electronic storage of student records.
  - d. Access to student records by anyone other than the specific student to whom the records belong or that student's guardian.

2. Any rules, regulations, guidelines, handbooks, training materials, student and parent handouts, or other records that describe policies relating to:
  - a. The creation, retention, or deletion of student records in an SIS.
  - b. Privacy and security practices for student records in an SIS.
  - c. Notification in case of unauthorized access to student records in an SIS.
  - d. Access to student records by students and their guardians.
  - e. Access to student records by individuals or entities other than students and their guardians.

Second, we request the following documents relating to personally identifiable student information other than student records:

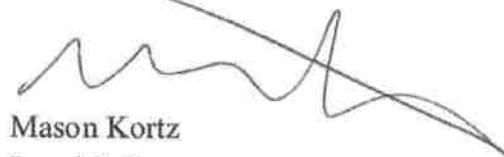
1. Any access, retention, filtering, data breach or privacy policies for:
  - a. School surveillance camera systems and footage.
  - b. Biometric systems, including fingerprint readers and voice recognition systems.
  - c. Radio-frequency identification (RFID) systems.
  - d. Student email accounts.
2. Any contract, agreement, or Memoranda of Understanding with an email provider to manage student email accounts.

Because this request involves a matter of public concern and because it is made on behalf of a nonprofit organization, we ask that you waive any copying costs pursuant to 950 C.M.R. § 32.06(5), which encourages all custodians of public records to “waive fees where disclosure would benefit the public interest.” ACLUM is a nonprofit §501(c)(3) organization dedicated to the protection of civil rights and liberties for all persons in the Commonwealth of Massachusetts.

Whenever possible, we prefer to receive the documents electronically rather than in paper form. As you know, a custodian of public records shall comply with a request within ten days after receipt. If any part of this request is unclear, please contact me at 617-482-3170 ext. 314.

Thank you for your assistance. We look forward to your response.

Sincerely,



Mason Kortz  
Legal Fellow  
ACLU of Massachusetts



\*

## West Springfield Public Schools PowerSchool Acceptable Use Policy

West Springfield Public Schools is providing you with access to your student's attendance and grades through PowerSchool as another form of communication with teachers and administrators. We intend for the Parent Portal to assist all of us in our efforts to support your student's education. Please read these guidelines carefully and click on the "Agree to Terms and Conditions" dialog box at the bottom of the screen. By clicking on this box, you will signify that you have read this policy and agree to follow its terms and conditions.

Please read the following Acceptable Use Guidelines:

1. Usernames and passwords are to be kept confidential. Sharing the username and/or password can result in termination of all privileges.
  - a. If you have not received access information for your student(s), please contact West Springfield High School at (413) 263-3400. For security reasons, access information will not be given out over the phone or sent via email. It will be mailed to the parent's address on record.
  - b. In the event a username/password is compromised, the parent/guardian can log into the Parent Portal and select "Account Preferences" to change them.
  - c. If you forget your username and/or password, you can retrieve them by navigating to the Parent Portal log in screen and clicking on the link "Having trouble logging in?" The system will send the log in information to the email address that was registered when the parent created the account.
2. Only ONE Student Access ID and Student Access Password will be issued per confirmation document. West Springfield Public Schools is not responsible in the event that a parent or guardian shares this information with other persons or caregivers.
3. All technical concerns about PowerSchool should be addressed to: Michael Richard by email at [mrichard@wsps.org](mailto:mrichard@wsps.org).
  - a. The school district does not provide technical support for your home and/or work computer system.
  - b. Users must realize that email and other communications via the Internet are not guaranteed to be private.
4. All parent access to PowerSchool is monitored. The Parent Access Log lists dates of login, time accessed, and duration of login (in minutes).
5. West Springfield High School may choose to limit the information shown during the initial rollout.
6. You must adhere to the following protocol in the order listed before contacting any teacher about concerns regarding your student's progress and/or grades:
  - a. Speak with your student.
  - b. Have your student talk to his/her teacher for clarification.
- c. Parent(s)/guardian(s) may send ONE email or call the teacher. You can expect a response by the end of the following school day or the teacher's next day at school - whichever is first.
  - d. Parent(s)/guardian(s) may request a meeting through the Guidance Department.
7. Every effort is made to keep the attendance information up to date, however due to the manual processing of excuse notes and phone calls, we ask you to be aware that information on the parent portal may not be updated for 24-48 hours after a note is submitted. Consequently, an excuse note that is submitted 2 days after an absence may not be entered until 72 hours after the absence occurred. Also, excused Tardy and Dismissal notes may not be recorded until the next school day.

Attendance concerns for the High School should be addressed to the high school attendance clerk by phone at (413) 263-3465 or by email to [czipta@wsps.org](mailto:czipta@wsps.org).

Terms of Use:

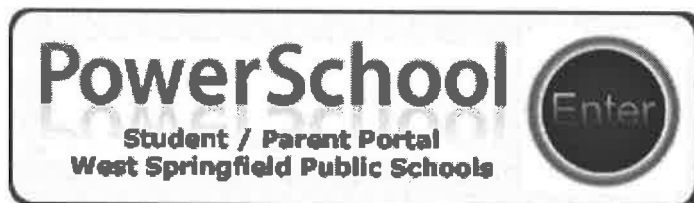
1. I understand that the school district is providing this access as a privilege. If I abuse the privilege in any way, as determined solely by the District, my account will be suspended and/or terminated.
2. I understand that the West Springfield Public Schools is not liable for any damages to my personal equipment incurred when connected to the PowerSchool System.
3. In consideration of using the West Springfield Public School District network and having access to my student's grades and attendance, I hereby release the West Springfield Public School District and its officers, employees, and agents from any claims and damages relating in any way to my access to and use of the system.

*Disclaimer: This system is provided only as an educational support for you and your child. The information provided by the PowerSchool Parent Portal is not an official record. For official student records contact your school. Neither this institution nor Pearson Education accepts any responsibility for information provided by this system and/or for any damages resulting from information provided by this system.*

### **West Springfield Public Schools PowerSchool Public Portal Parent Access Request Form**

By clicking the icon below, you acknowledge that you have read and agree to comply with the PowerSchool Acceptable Use Policy.

I wish to be granted electronic access to my students' grades and attendance through the PowerSchool Public Portal. I have read the PowerSchool Acceptable Use Policy. I agree to adhere to these guidelines. I understand that any violation of these guidelines will result in suspension and/or termination of my access.



Last Updated ( Saturday, 07 January 2012 06:36 )



Santoni, Suzanne <santoni@wsps.org>

---

**RE: Parent Portal - AUP change**

1 message

---

**Suzanne Santoni** <santoni@wsps.org>  
To: Jo Anne Frank <frank@wsps.org>

Tue, Feb 1, 2011 at 10:05 AM

OK ... page changed.

---

**From:** Jo Anne Frank [mailto:frank@wsps.org]  
**Sent:** Tuesday, February 01, 2011 9:44 AM  
**To:** 'Suzanne Santoni'  
**Cc:** 'Michael Richard'  
**Subject:** Parent Portal - AUP change

Hi Sue:

There's been a change in procedure. Deb (Central Enrollment) is going to hand out letters with portal access information when students are enrolled. If the info is lost/misplaced, the high school will reprint the letter(s).

Under Item #1:

a. If you do not have access information for your student(s), please contact West Springfield High School at 413-263-3400. For security reasons, access information will not be given out over the phone or sent via email. It will be mailed to the parent's address on record.

Jo Anne Frank

Student Information Systems Manager

West Springfield Public Schools

12/11/2014

West Springfield Public Schools Mail - RE: Parent Portal - AUP change

413-263-6682

Empathy - Learner - Restorative - Achiever - Responsibility

**INVOICE**

550 us kt2na

INVOICE NUMBER: <b>4606607</b>	
TAX ID NO.: <b>41-0850</b>	
DATE: <b>26-SEP-14</b>	Page 1 of 1
CUSTOMER NO.: <b>1013331</b>	CREDIT REF. NO.:

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
 WEST SPRINGFIELD PUBLIC SCHOOLS  
 26 CENTRAL ST STE 33  
 WEST SPRINGFIELD, MA 01089

**LOCATED AT:**

WEST SPRINGFIELD PUBLIC SCHOOLS  
 26 CENTRAL ST  
 WEST SPRINGFIELD, MA 01089

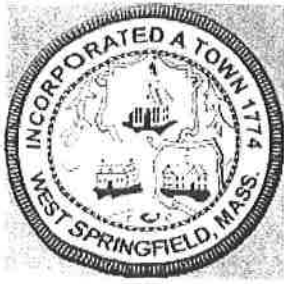
Reference Number: 3315

PURCHASE INFORMATION		SHIPPING INFORMATION		PAYMENT INFORMATION								
PURCHASE ORDER:		(MOST RECENT SHIPMENT)		TERMS: <b>PAY ON RECEIPT</b>								
CUSTOMER CONTRACT NUMBER:		SHIP DATE:		DUE DATE: <b>26-SEP-14</b>								
NCS CONTRACT NUMBER: 3315322		CARRIER:		CONTACT: <b>Customer.Service@pearson.com</b> 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)								
B/L NUMBER:												
DESCRIPTION		U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE						
PSINFSHSUP Enterprise Management Services for the period of 09/26/2014 through 09/25/2015		Each	1	N	3,500.00	3,500.00						
<b>INVOICE SUMMARY:</b>												
TOTAL FOR ALL LINE ITEMS				3,500.00								
6.25% STATE TAX				0.00								
0.00% COUNTY TAX				0.00								
0.00% CITY TAX				0.00								
<p>Register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a>                      Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a></p> <p><b>THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.</b></p>												
<p><i>1501134</i>  <i>6001.00 - 1450.5 - 441 19.780.00</i>  <i>3500.00</i>  <i>30x</i></p>				<p><b>JUL 08 2014</b></p>								
<p><b>RECEIVED</b>                      JUL 08 2014                      Special Services                      W. Spfld. Public Schools</p>		<p><b>PAID</b>                      AUG 22 2014                      By</p>		<table border="1"> <tr> <td>SUBTOTAL</td> <td>TAX</td> <td>TOTAL (USD)</td> </tr> <tr> <td>3,500.00</td> <td>0.00</td> <td>3,500.00</td> </tr> </table>			SUBTOTAL	TAX	TOTAL (USD)	3,500.00	0.00	3,500.00
SUBTOTAL	TAX	TOTAL (USD)										
3,500.00	0.00	3,500.00										

*[Handwritten signature]*

**Remit by Check to:**  
 NCS PEARSON, INC  
 13036 COLLECTION CENTER DRIVE  
 CHICAGO, IL 60693  
**Remit by Wire or ACH to:**  
 Bank of America - Account Name: NCS Pearson Inc  
 ACH: # 071-000-039 WIRE: #0260 0959-3  
 Account No: 81881-05388 SWIFT: BOFAUS33  
 (Include invoice number in transmission)





# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1501134**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Pearson  
10911 White Rock Road  
Rancho Cardova, CA 95670

**Ship To:** High School  
West Springfield Public Schools  
425 Piper Road  
West Springfield, MA 01089  
  
**Attn:** SUZANNE SANTONI

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
08/11/2014	1012		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	ENTERPRISE MGMT SERVICE	0001-00-1450-5-441-19-780-00	\$3,500.00	\$3,500.00

RENEWAL 2015

**TOTAL OF PURCHASE ORDER \$3,500.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools**  
INCIDENTAL REQUISITION

This Box for Central Office Use Only	
Batch#	Req#

DATE: July 1, 2014

ORDER FROM: Pearson  
10911 White Rock Road  
Rancho Cardova, CA 95670

DELIVERY TO: High School  
ATTN: Sue Santoni  
425 Piper Road  
West Springfield, Ma 01089

Complete VENDOR Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1		Enterprise Management Service RENEWAL FY2015 for self-hosted powerschool environment 12 month subscription	3,500.00	3,500.00
To Be Approved in the Following Order:			SubTotal	3,500.00
Dept. Chair				
Supervisor / Director <i>S. Santoni</i>				
Principal				
Business Manager <i>[Signature]</i>				
Date				
			<b>TOTAL</b>	<b>3,500.00</b>
Budget Account #		0001-00-1450-5-441-19-780-00		
Use the full 18 digit number		DW Powerschool EMS		

~~7500877~~  
1501134

OK

## INVOICE

550 us\_k12nac5

INVOICE NUMBER:	4606607	
TAX I.D. NO.:	41-08505	
DATE:	26-SEP-14	Page 1 of 1
CUSTOMER NO.:	1013331	CREDIT REF. NO.:

**BILL TO:**

ATTN: ACCOUNTS PAYABLE  
 WEST SPRINGFIELD PUBLIC SCHOOLS  
 26 CENTRAL ST STE 33  
 WEST SPRINGFIELD, MA 01089

**LOCATED AT:**

WEST SPRINGFIELD PUBLIC SCHOOLS  
 26 CENTRAL ST  
 WEST SPRINGFIELD, MA 01089

Reference Number: 33153

PURCHASE INFORMATION	SHIPPING INFORMATION	PAYMENT INFORMATION
PURCHASE ORDER:  CUSTOMER CONTRACT NUMBER:  NCS CONTRACT NUMBER: 3315322	(MOST RECENT SHIPMENT)  SHIP DATE:  CARRIER:  B/L NUMBER:	TERMS: PAY ON RECEIPT  DUE DATE: 26-SEP-14  CONTACT: Customer.Service@pearson.com 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)

DESCRIPTION	U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE
PSINFHSUP Enterprise Management Services for the period of 09/26/2014 through 09/25/2015  <b>INVOICE SUMMARY:</b>  TOTAL FOR ALL LINE ITEMS  6.25% STATE TAX 0.00% COUNTY TAX 0.00% CITY TAX  Register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a> Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>  THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.	Each	1	N	3,500.00	3,500.00
<b>SUBTOTAL</b>					3,500.00
<b>TAX</b>					0.00
<b>TOTAL (USD)</b>					3,500.00



**RECEIVED**  
 JUL 08 2014  
 Special Services  
 W. Spfld. Public Schools

JUL 08 2014

**Remit by Check to:**  
 NCS PEARSON, INC.  
 13036 COLLECTION CENTER DRIVE  
 CHICAGO, IL 60693  
**Remit by Wire or ACH to:**  
 Bank of America - Account Name: NCS Pearson Inc.  
 ACH: # 071-000-039 WIRE: #0260-0959-3  
 Account No: 81881-05388 SWIFT: BOFAUS3N  
 (Include invoice number in transmission)

# West Springfield Public Schools INCIDENTAL REQUISITION

This Box for Central Office Use Only	
Batch#	Req#

DATE: October 30, 2014

ORDER FROM: K-12 Technology Group of Pearson  
10911 White Rock Road, Suite 200  
Rancho Cordova, CA 95670-6029  
FAX 916-288-1590

DELIVERY TO: West Springfield High School  
 ATTN: Santoni  
425 Piper Road  
West Springfield, MA 01089

Complete Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1		Enterprise Management Service for self-hosted PowerSchool Environment 12 month subscription	3,500.00	3,500.
To Be Approved in the Following Order:				
			Date	
Dept. Chair				
Supervisor / Director				
Principal				
Business Manager				
			SubTotal	3,500.
			Shipping	
			TOTAL	3,500.
Budget Account #	DW PowerSchool EMS			
Use the full 18 digit number	0001-00-1450-5-441-19-780-00			

## ■ Enterprise Management Service

To assist you through the management of PowerSchool, the Pearson Technical Solutions Group ("TSG") offers an **Enterprise Management Service (EMS)** agreement. The Enterprise Management Service (EMS) is a complete comprehensive solution that manages and maintains your self-hosted PowerSchool environment and provides complete coverage of your PowerSchool environment in the following areas:

### 1. PowerSchool Environment Monitoring

- Real-time monitoring of Server hardware for performance and faulty hardware.
- Real-time monitoring of the PowerSchool and Oracle application logs.
- Real-time monitoring of Microsoft Windows® Operating System logs and resource utilization.
- Real-time monitoring of Virtualization Hosts performance and utilization.
- Real-time monitoring of Load Balancer configurations.

### 2. PowerSchool Software Update Service

- Choice of automated or on demand distribution and installation of all PowerSchool version updates, state and provincial reporting updates, and PowerSchool Oracle updates.
- Choice of automated or on demand distribution and installation of Microsoft Windows® Operating System related updates.
- Choice of automated or on demand distribution and installation of server related third party updates.

### 3. Offsite Data Backup

- Automated backup of PowerSchool/Oracle files with secure transfers to a remote storage location provided by Pearson.

### 4. Data Migration / Server Restoration / Server Migration Events

- Remote assistance with PowerSchool / Oracle data restoration or PowerSchool server migrations.

### 5. PowerSchool Infrastructure Support

- The agreement provides remote phone support (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) for the PowerSchool infrastructure components such as hardware configurations and third party software configurations.

## **Service and Support Information**

### **1. PowerSchool Environment Monitoring**

Pearson will provide 24/7 real-time PowerSchool Environment Monitoring of the PowerSchool environment. The PowerSchool Environment Monitoring features of the Enterprise Management Service (EMS) offering provide monitoring of essential PowerSchool components including the server(s) hardware, Microsoft Windows® environment, and PowerSchool applications to ensure all components are operating in a fully optimized state.

The 24/7 real-time PowerSchool Environment Monitoring specifically monitors the following components to minimize disruptions and maintain a high level of productivity:

<b>Server Hardware Monitoring</b>
<ul style="list-style-type: none"><li>▪ Physical hard drive status and monitoring for faulty hardware.</li><li>▪ Hardware RAID controller status and monitoring for faulty hardware.</li><li>▪ Network Interface Card status and monitoring for faulty hardware.</li><li>▪ Power supply status and monitoring for faulty hardware.</li><li>▪ Physical RAM status and monitoring for faulty hardware</li></ul>
<b>Microsoft Windows® Monitoring</b>
<ul style="list-style-type: none"><li>▪ Microsoft Windows® Server Event Log errors for PowerSchool services.</li><li>▪ Microsoft Windows® disk storage.</li><li>▪ Microsoft Windows® Updates.</li><li>▪ CPU and memory utilization.</li><li>▪ Disk I/O utilization.</li></ul>
<b>PowerSchool Application Monitoring</b>
<ul style="list-style-type: none"><li>▪ PowerSchool / PowerTeacher Network service status.</li><li>▪ ReportWorks Network service status.</li><li>▪ Oracle Network service(s) status.</li><li>▪ PowerSchool Tomcat application logs.</li><li>▪ Oracle application logs.</li><li>▪ Oracle backup status.</li><li>▪ PowerSchool website availability.</li></ul>
<b>*Virtualization Host Monitoring (If Applicable)</b>
<ul style="list-style-type: none"><li>▪ Network Interface Card status.</li><li>▪ Hardware status.</li><li>▪ Virtual Machine file storage status.</li><li>▪ CPU and memory utilization</li></ul>
<b>*Hardware Load Balancer Monitoring (If Applicable)</b>
<ul style="list-style-type: none"><li>▪ PowerSchool virtual service availability.</li></ul>

**\*Note: The following configuration will be monitored only if the component is included with the EMS package.**

## **2. PowerSchool Software Update Service**

As part of the Enterprise Management Service (EMS) Clients can take advantage of the PowerSchool Software Update Service which provides remote services to install all subsequent PowerSchool version updates, all PowerSchool related Oracle updates, all state and provincial reporting installers, as well as applicable third party software updates.

This capability provides clients the assurance that their PowerSchool environment is up to date with the latest PowerSchool and third party updates. This service includes the following features:

- Choice of automated or on demand distribution and installation of PowerSchool version release updates.
- Choice of automated or on demand distribution and installation of PowerSchool state and provincial reporting installer updates.
- Choice of automated or on demand distribution and installation of PowerSchool related Oracle updates.
- Choice of automated or on demand distribution and installation of Microsoft Windows® Operating System updates.
- Choice of automated or on demand distribution and installation of VMware® ESX / ESXi updates. (If Applicable)
- Choice of automated or on demand distribution and installation of hardware load balancer firmware updates. (If Applicable)
- Choice of automated or on demand distribution and installation of server hardware firmware updates. (If Applicable)

## **3. Offsite Data Backup**

The Enterprise Management Service (EMS) provides clients with an automated backup of their PowerSchool/Oracle files and securely transfers them to a remote storage location provided by Pearson. This backup consists of and is provided via the Oracle data pump utility, and is used to take a point-in-time snapshot of the database.

This capability provides clients the ability to recover the files needed to quickly restore a PowerSchool instance following an irretrievable loss of data. Clients may contact the Pearson Technical Solutions Group to assist with the restoration process. This service includes the following features:

- Automated backup of PowerSchool/Oracle files.
- AES 256-bit double encryption of PowerSchool/Oracle files before they are transferred.
- Automated secure transfer of data to a secured remote data center.
- Data centers: All data centers employ state-of-the-art security and are SAS70 certified.
- Storage Monitoring: PowerSchool Administrators will be notified of any alerts regarding the status of nightly backups and the health of client backup files.

#### 4. Data Migration / Server Restoration / Server Migration

The Enterprise Management Service (EMS) offering also includes assistance with PowerSchool Data Migrations, Server Restorations, and Server Migrations. The offering provides data migrations to local instances of PowerSchool. This service will facilitate the transfer of data from a production environment to a test, training / non-production server, or new production environment. It also provides the restoration of a backup database to a production environment in the event of a system failure. The Pearson Technical Solutions Group ("TSG") will perform the procedures associated with the service on behalf of Pearson Clients. The service is limited to four (4) Data Migration / Server Restoration / Server Migration event(s) over a twelve (12) month period.

#### 5. PowerSchool Infrastructure Support

Pearson will provide remote support for the following infrastructure configurations as it **pertains to the Pearson product deployment**. The items listed below are for direct support of your Pearson deployed application and do not include support for items outside of the Pearson application.

Server Hardware Configurations
<ul style="list-style-type: none"><li>Hardware disk subsystem configurations.</li><li>Server attached hardware peripheral configurations.</li><li>Direct attached SCSI / SAS storage devices.</li></ul>
Microsoft Windows® Configurations
<ul style="list-style-type: none"><li>Windows Server system settings.</li><li>Windows Server Event Log errors.</li><li>Windows Server network settings.</li><li>Windows Server services.</li></ul>
*Virtualization Configurations
<ul style="list-style-type: none"><li>Virtual Machine configurations.</li><li>Host resource configurations.</li><li>Host management configurations.</li></ul>
*SSL Accelerator (Load Balancer) Configurations
<ul style="list-style-type: none"><li>KEMP Technologies, F5 Networks BIG IP®, Cisco CSS configurations.</li><li>Virtual service configurations.</li><li>Configuration Management.</li></ul>
SSL Configurations
<ul style="list-style-type: none"><li>SSL / Application configurations.</li><li>Certificate renewals.</li></ul>

**\*Note: Support will be provided only if the component is included with the EMS package.**

**Note: All hardware replacement will be handled directly by the manufacturer. It is the district's responsibility to contact the hardware manufacturer directly to rectify any faulty hardware replacement.**



## 6. Client Responsibilities

It will be the responsibility of the District / School Board personnel to ensure each of the following items are understood and addressed by the District / School Board.

### Support Process

1. Only District / School Board personnel listed as a PowerSchool Technical Contact may request support and service.
2. All support request tasks will be performed during normal business hours unless otherwise specified. (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) (Excludes US Pearson Holidays)
3. Provide Pearson with remote access to activate the EMS service. This can include Bomgar access or any Client provided remote access software.
4. All services within the support offering are to be delivered remotely unless otherwise specified. Onsite support services are available at an additional cost.
5. Support requests may require bringing the PowerSchool application and its environment components off line while troubleshooting a support incident.
6. Provide Pearson with a District / School Board resource to assist with support tasks that would require physical interaction with supported components.
7. Support provided as part of the EMS coverage does not provide direct support for the PowerSchool application and its functionality. Customers requiring support for the PowerSchool application and its functionality will still be responsible to contact the PowerSchool Application Technical Support department for assistance.

### PowerSchool Environment Monitoring

1. Provide Pearson with infrastructure-level administrative accounts to perform the services listed within this agreement. This account can be disabled when support services are not being delivered
2. Perform any firewall configurations to allow Pearson support personnel access to perform the services listed within this agreement
3. While systems are being monitored 24/7, TSG will respond to monitoring alerts during our normal business hours. (Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time) (Excludes US Pearson Holidays)
4. If TSG is notified of a potential issue as a result of PowerSchool and Oracle application monitoring, TSG will open a support request on the client's behalf with PowerSchool Technical Support.
5. Hardware monitoring will utilize the system OS event logs unless advanced tools made available by the manufacturer (Dell OpenManage Systems Management, Dell Server Administrator, HP System Management, etc.) have been installed by the client.

### PowerSchool Software Update Service

1. The District / School Board are responsible for notifying the Pearson Technical Solutions Group of their desire for Automated or On Demand distribution of software updates via the EMS Activation Checklist.
2. If choosing to not have updates applied automatically, the District / School Board must submit a PowerSchool Software Update Service request on PowerSource for each and every update request covered by the PowerSchool Software Update Service.

3. The most current release of the PowerSchool application will be installed as part of the PowerSchool Software Update Service unless a desired release is specified within the PowerSchool Software Update Service request submitted by the client.
4. The client is to review all Release Notifications related to the version of PowerSchool being installed and fully understand the implications (benefits and impact on current operations) introduced as a result of the update. Questions or issues concerning the update's influence on the visibility to your data or the continued access to, or use of, your customizations should be directed to the PowerSchool Application Technical Support department.
5. The installation / support of PowerSchool and Oracle within the scope of this offering do not include any services related to the installation / configuration of SIF agents or components. Questions or issues concerning the SIF installation / configuration should be directed to the Pearson Application Technical Support department.
6. The services included within the scope of this offering do not include any services related to the installation / configuration of any other Pearson or third party applications that have direct access to the PowerSchool / Oracle resources. Questions or issues concerning the configuration of other application configurations should be directed to the appropriate Technical Support department that is affiliated with the particular application in use.
7. The Pearson Technical Solutions Group (TSG) is not affiliated with the PowerSchool Application Technical Support department and is unable to address any questions relating to the use or troubleshooting of functionality within the application as a result of a PowerSchool configuration / update performed by TSG. Clients with questions of this nature will be instructed to contact the PowerSchool Application Technical Support department.
8. The installation / upgrade of PowerSchool and Oracle within the scope of this offering does not include any services related to modifications that may be needed to current Custom pages to be compatible with the PowerSchool version being applied. Custom page compatibility and modifications should be directed to the Pearson Custom Application Solutions department for fee based consultative services.
9. Each PowerSchool and Oracle version release will be applied within five (5) business days of the version release date during the PowerSchool Software Update Service maintenance window (Monday – Friday; 4:00 PM – 6:00 PM Local Client Time) (Excludes US Pearson Holidays)
10. Each PowerSchool state and provincial reporting update will be applied within five (5) business days of the state and provincial reporting update release date during the PowerSchool Software Update Service maintenance window (Monday – Friday; 4:00 PM – 6:00 PM Local Client Time) (Excludes US Pearson Holidays).
11. The PowerSchool Software Update Service will require bringing the PowerSchool application and its environment components off line during the PowerSchool Software Update Service maintenance window to apply updates and restart services. It will be responsibility of the District / School Board to notify their users of the outage. The EMS Technical Contact(s) will be notified via email within one (1) business day of the date that updates will be applied to the client's environment during the PowerSchool Software Update Service maintenance window.

12. For automated distribution and installation of updates, all applicable Microsoft Windows® Operating System updates and third party updates will be applied during the PowerSchool Environment Update Maintenance Window that is scheduled for a PowerSchool version release update. This process ensures a limited amount of downtime for the client's PowerSchool users.
13. During the PowerSchool Software Update Service maintenance window your PowerSchool server(s) may require a restart. It will be the client's responsibility to ensure no USB drives or other bootable devices are attached to the PowerSchool server(s) that can cause issues during the reboot process.
14. The Pearson Technical Solutions Group (TSG) is not responsible for any PowerSchool version updates that fail due to third party applications / interfaces being run against the PowerSchool database that prohibit the update of the PowerSchool application.
15. In the event a PowerSchool version update fails, the Pearson Technical Solutions Group (TSG) will reinstall the previous version of PowerSchool and Oracle and apply the last known good Oracle data pump file to repopulate the database.
16. If the PowerSchool server(s) covered by the EMS agreement is/are configured as members of an Active Directory environment, the Domain User account used to logon to the EMS covered PowerSchool server(s) must belong to local EMS covered PowerSchool server(s) Administrators Group.
17. If the PowerSchool server(s) covered by the EMS agreement is/are configured as members of an Active Directory environment, the PowerSchool server(s) and the Domain Users must have the ability to run scripts within the Windows 2008 R2 PowerShell.

#### **Data Migration / Server Restoration / Server Migration**

1. The District / School Board must submit an online request for each Data Migration / Server Restoration / Server Migration event.
2. Data Migration / Server Restoration / Server Migration events will be scheduled and performed during normal business hours, as established by Pearson's Technical Solutions Group, using the standard two (2) business-day service window unless weekend services have been negotiated.

#### **Offsite Data Backup**

1. The Offsite Data Backup process will export an Oracle data pump file, compress, encrypt, and transfer a copy of the Oracle data pump file on a nightly basis between 3:00 AM and 7:00 AM (local time).
2. The Offsite Data Backup process will compress, encrypt, and transfer a copy of the Student pictures folder and Custom folder on a weekly basis between 3:00 AM and 7:00 AM (local time).
3. Offsite Data Backup process will retain file(s) within the remote Pearson facility for up to thirty (30) days. All Offsite Data Backup file(s) older than thirty (30) days will be purged from Pearson's systems.
4. Pearson is not responsible for the integrity of Oracle data within the Oracle data pump export(s) that are used for the Offsite Data Backup process.
5. The schedule of the Offsite Data Backup process is determined by Pearson and may not be modified in any way by the District / School Board.
6. In the event the offsite data backup needs to be applied, the client will submit a request to the TSG Help Desk (TSGHelpDesk@Pearson.com) with the date of service

requested and the date of the desired Oracle data pump file to be used for the restore.

7. The client will provide open firewall ports necessary for the use of the Offsite Data Backup process (Port 443).
8. The client will ensure the database server is allowed access to internet on port 443
9. All data restoration events will use the Oracle data pump file, which represents a point-in-time snapshot of the data.
10. Services included with the Offsite Data Backup process do not include restoring data from Oracle redo logs or the Oracle Flash Recovery Area.
11. Services included with the Offsite Data Backup process do not include services for point-in-time recovery methods using Recovery Manager (RMAN).

#### General

1. Services within this offering do not include adding any new components to the existing environment or integration related tasks. Integration related services can be obtained for an additional fee.
2. The District / School Board will be responsible to ensure adequate Information Technology administrative staff is in place to provide support for normal day to day operations of the infrastructure that are not included with the EMS coverage including monitoring of network performance, server infrastructure, infrastructure integrity, and system data protection and recovery.
3. Ensure compliance with all aspects of the minimum system requirements for the supported Pearson application.
4. Services within this offering only apply to PowerSchool 7.x or later.
5. The offerings included with the Enterprise Management Service (EMS) do not replace PowerSchool Maintenance and Support and are in addition to PowerSchool Technical Support that is provided by the PowerSchool Maintenance and Support agreement.
6. Services identified are intended to support Enterprise servers hosting the PowerSchool application and its environment components and does not include support of client based software.
7. The District / School Board will be responsible to test PowerSchool access and functionality once any initiated service(s) as part of this offering have been executed. Should you encounter an inability to access your PowerSchool instance or believe you may have missing data the district will be responsible to contact Pearson TSG support within 1 business day of completing any service / support request.
8. No refunds or credits will be issued in the event the Client opts not to utilize any of the allotted services within this agreement.
9. Any expansion to the existing PowerSchool environment via the inclusion of additional components is not included in the EMS service, and all services related to a new installation, deployment, or configuration of the PowerSchool / Oracle applications will be provided for additional fees.
10. The Enterprise Management Service (EMS) agreement will automatically be renewed after the initial 12 month term.
11. The client is responsible to review the fully disclosed Enterprise Management Service (EMS) Statement of Work (SOW) and agree and acknowledge to the terms and conditions by signing this proposal.

## 7. Contacting EMS Support

Pearson has established a support process to ensure a timely response to your Enterprise Management Service (EMS) requests. When you contact Pearson's Enterprise Management Service (EMS) Support a Pearson Systems Engineer will be assigned to assist you with your request. The Systems Engineer will have access to documentation about your network configuration and a log of previous support issues / requests.

There are three primary methods for requesting service or support as follows:

### 1. Email

To receive support or request services by email send your request to the TSG Help Desk at [TSGHelpDesk@Pearson.com](mailto:TSGHelpDesk@Pearson.com). Please reference your Client number in the subject line when requesting support.

### 1. Phone

For service please call 866-434-6276 or 1-916-288-1881. Please have your client number ready and select the option for "Infrastructure Support Clients" when prompted.

### 2. PowerSource Self-Service Portal

To receive support or request services by posting cases to the self-service portal:

<https://powersource.pearsonschoolsystems.com>

## 8. Hours of Operation

- Enterprise Management Service (EMS) Technical support is available Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time (Excludes US Pearson Holidays)
- Each component of the Enterprise Management Service (EMS) has its own defined targeted response time. The targeted response time for all other support requests are four (4) hours during normal business hours Monday – Friday; 5:00 AM – 5:00 PM US Pacific Time (Excludes US Pearson Holidays)

**Note:** Typically, the client will be contacted within the targeted response time noted above. However, call volume may impact our targeted response time. Pre-scheduled off-hours support is available at an additional cost.

**Pricing Summary – November 13, 2014**

**The Enterprise Management Service (EMS) will include coverage for the following PowerSchool components:**

- (1) PowerSchool Dedicated Database Server(s)**
- (1) PowerSchool Dedicated Application Server(s)**
- (1) PowerSchool All-in-One Server(s) (Non-Production / Test Bed)**

**Enterprise Management Service: (USD) \$3,500.00**  
**(12 Month Renewal Term: 09/26/14 - 09/25/15)**

By signing this proposal, the client agrees that they have reviewed the fully disclosed Enterprise Management Service (EMS) Statement of Work (SOW) available on PowerSource and agree and acknowledge to the terms and conditions within that document. <https://powersource.pearsonschoolsystems.com/dir/7391>

The pricing set forth above shall be valid for a period of sixty (60) days from the date of this proposal and is only applicable to those products and services described herein. If Client has not returned a signed copy of this Proposal to Pearson prior to the expiration of the foregoing sixty (60) day period, Pearson reserves the right to modify the products, services and associated pricing quoted herein, or in the alternative, cancel this Proposal in whole or in part.

All products and services set forth in this Proposal will be provided to Client in accordance with the terms and conditions of Pearson's standard PowerSchool Licensed Product Agreement.

<b>AGREED TO: West Springfield School District</b>			
By:			
(Authorized Signature)			
Name:			
Title:			
Date:		Phone Number:	

**Please fax this signed agreement and Purchase Order to 916-288-1590.  
Thank you and we look forward to working with you and your staff.**

**Pearson North America School Services  
10911 White Rock Road, Suite 200  
Rancho Cordova, CA 95670-6029  
Telephone: 877.873.1550 | Fax: 916.288.1590**

# Clever Terms of Service

Updated: April 29, 2014

Thank you for using Clever. These terms of service (the "Terms") govern School's access to and use of Clever Inc. ("Clever") websites and services (the "Services"), so please carefully read them before using the Services.

By agreeing to these Terms, School authorizes Clever to access School's Student Information System (the "SIS") or receive SIS data via Secure File Transfer Protocol ("SFTP") for the purpose of allowing Clever or authorized third parties to provide you software integration. The term "Student Information System ("SIS") includes "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g.

## ACCESS

School authorizes Clever to access student information, and shall facilitate a means for Clever to access the information in its SIS. Clever shall access student information for the purposes of providing software integration, an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1).

## THIRD PARTY ACCESS

School may designate third parties who are authorized to securely access its student information via the Clever Application Programming Interface (the "API"). Clever shall not redisclose student information to third parties unless explicitly authorized by School. School may, at any time, revoke any third party's access to student information by providing written notice to Clever.

## CONFIDENTIALITY

Clever agrees to deem all student information provided to it by School from the SIS as confidential and not to be shared with third parties without written authorization.

Further, Clever agrees to comply with applicable provisions of the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. Clever's security practices can be found at: <http://assets.clever.com/documents/clever-security.pdf>

## TERMINATION

School may, at any time, terminate relationship with Clever by providing written notice. Within 72 hours of receipt of notice of termination, Clever shall cease accessing the School's SIS and destroy any stored student information.

## CHILDREN'S DATA

The Children's Online Privacy and Protection Act ("COPPA") requires that online service providers obtain clear and verifiable parental consent before receiving personal information from children under 13. Because we provide our Website to schools and districts to benefit and enhance the school's curriculum, we rely on schools and districts to obtain parental consent from all parents or guardians of children under 13 who may use our Website.

School represents and warrants that School is responsible for compliance with COPPA and that School will obtain appropriate parental consent from parents before allowing children under 13 to access our Service. When obtaining consent, School must provide a copy of our Privacy Policy to parents and guardians, and maintain a copy of parental consents on file.

## MODIFICATIONS

Clever reserves the right to modify these Terms at any time without notice, but the most current version of the Terms will always be available on its website. If School finds the Terms unacceptable at any time, School may discontinue its use of the Services. By continuing to use the Services, including accessing Clever's website, after the date of any change to these Terms, School agrees to be bound by the rules contained in the most recent version of these Terms.

## DISCLAIMER OF WARRANTIES

THE SERVICES, AND ALL MATERIALS, INFORMATION, AND SERVICES INCLUDED IN THE CLEVER SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTIES WHATSOEVER. CLEVER INC. AND ITS LICENSORS EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. CLEVER INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICES. CLEVER INC. DOES NOT WARRANT THAT (I) THE SERVICES WILL MEET SCHOOL'S SPECIFIC REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY SCHOOL THROUGH THE SERVICES WILL MEET SCHOOL'S EXPECTATIONS, AND (V) ANY ERRORS IN THE CLEVER SITE WILL BE CORRECTED. CLEVER INC. AND ITS LICENSORS DISCLAIM, ANY WARRANTIES FOR ANY INFORMATION, CONTENT OR ADVICE OBTAINED THROUGH THE SERVICES. CLEVER INC. AND ITS LICENSORS DISCLAIM ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE CLEVER INC. SERVICES OR RECEIVED THROUGH ANY LINKS PROVIDED BY THE CLEVER SITE.

## LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CLEVER INC. OR ITS LICENSORS BE LIABLE TO SCHOOL ON ACCOUNT OF MISUSE OF OR RELIANCE ON THE SERVICES OR CLEVER SITE ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE. SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SERVICES OR CLEVER SITE, FROM INABILITY TO USE THE SERVICES OR CLEVER SITE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SERVICES OR CLEVER SITE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR CLEVER SITE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, THE CLEVER INC. SERVICES. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

## ABOUT THESE TERMS

These Terms control the relationship between Clever and School. They do not create any third party beneficiary rights. If School does not comply with these Terms, and Clever does not take action right away, this does not mean that Clever is giving up any rights that Clever may have, such as taking action in the future.

If a provision in these Terms is found unenforceable, the remaining provisions of these Terms will remain in full effect and an enforceable term will be substituted reflecting the original intent as closely as possible.

The laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or relating to these Terms or the Services. All claims arising out of or relating to these Terms or the Services will be handled exclusively in the federal or state courts of San Francisco County, CA and School and Clever consent to venue and personal jurisdiction in those courts.

For information about how to contact Clever, please visit Clever's contact page.





Search

[My activities](#)[Submit a request](#)[Sign In](#)[How can we help?](#) > [Managing Apps](#) > [Google Apps & Khan Academy](#)

## Clever Sync For Google Apps

### Introduction

Schools and districts can now use Clever to automatically set up Google Apps accounts for students and teachers for free. Setting up Clever's Google Apps sync allows you to:

- Avoid manual Google account creation for students and teachers
- Automatically create accounts for new students who enroll in your school/district
- Select usernames and passwords based on information from your student information system
- Easily give your teachers and students access to Google Apps for Education, which provides free web-based email, calendar, and documents for collaborative study.

### Getting Started

To use Clever's Google Apps provisioning tool, you'll need:

- A live data connection to sync your SIS data with Clever. ([Sign up for Clever](#))
- A verified Google Apps for Education domain. ([Sign up for Google Apps](#))

Once your data is successfully syncing with Clever and you've received a confirmation email from Google verifying your Edu domain, you can begin the steps outlined below to complete the Clever Google Apps sync.

If you already have teacher or student accounts created in Google Apps, you will need to take extra steps to make sure that Clever will be able to recognize these existing accounts.

You'll need to make sure the existing Google email addresses are entered into your SIS in the teacher or student email field and that they are syncing in Clever.

Please verify by logging into your Clever dashboard. From there you can browse your student & teacher data and verify the emails. This verification will prevent Clever from creating duplicate accounts during the first sync.

### Set up your account

In order for Clever to create and maintain your students and teachers' Google Apps accounts, you will need to allow Clever to provision accounts. Instructions are in this help

#### RECENTLY VIEWED ARTICLES

---

[How do I upload data?](#)[Why is my sync pending?](#)[Which sync option should I choose?](#)

#### RELATED ARTICLES

---

[Getting Started & Integrated Applications](#)[Clever Sync for Google Groups](#)[Granting Clever Access to your Google Account](#)[Instant Login Set Up Via Active Directory](#)[Instant Login Set Up Via Google](#)

center article.

## Provisioning Accounts

Once Google Apps is correctly configured, you can start the sync process.

It is a best practice to make sure you are not signed into any Google accounts at this point. You can visit your account to ensure that you are logged out.

### Add Google Apps Sync to your Clever account

#### 1. Log into Clever

- Note: In order to proceed, your Sync Status must be Fully Operational. Click Add App on the dashboard.
- On the next screen, click the Google Apps Sync icon.
- Click to authorize Clever to share your student information with Google Apps Sync.
- Click on the Settings tab, enter your Google Apps domain, check that your account is ready to sync, check off the appropriate boxes, and click to authorize Clever for Google Apps.
- A box will pop up requesting that you sign into your Google Apps domain. Use the clever-sync username and password that you created above. Click to Allow access on the following screen.

#### 2. Choose Username and Password Formats

- After you authorize your Google account, you should see a confirmation page. Check that the domain and account are correct and click next.
- If you wish to create Google accounts for students, check the Create Google Accounts for Students box.
- Select the students' username and password formats from the options listed. Make sure you keep track of the password that you select.
- If you wish to create Google accounts for teachers, check the Create Google Accounts for Teachers box.
- Select the teachers' username and password formats from the options listed. Student and teacher username and password formats do not have to match. Make sure you keep track of the password that you select.
- When you have made your selections, click next.

These are the following username and password formats that Clever supports for students:

## Sync Students?

### Student username format

- (First Name).(Last Name)(number)
- (Last Name).(First Name)(number)
- (Last Name)\_(First Name)(number)
- (First Initial).(Last Name)(number)
- (First Initial)(Last Name)(number)
- (First Name).(Last Initial)(number)
- Initials(number)
- Initials.Student Number(number)
- Student Number(number)
- 00Student Number(number)
- Student Number.fl(number)
- (Graduation YY)(Last Name)(First Initial)(number)
- (First Name).(Last Name).(last three digits of number)

### Student password format

- Require change of password
- Birthday (MMDDYYYY)
- Student Number(number)
- 00Student Number(number)
- Same for everyone:

Type password here

3. Confirm the settings you have chosen.

- Click Sync when you are ready to start the sync.
- To monitor the progress of the Google account creation, log into the Admin account of your Google Apps domain. You will see the new student and/or teacher accounts created.

## Limiting the Google Apps Sync to specific schools or sections

- Before the sync is active, you will need to choose which data to sync.

## FAQs

- Will the Google Apps Sync delete accounts?

No, Clever's Google Apps Sync only creates accounts. It will not delete any Google accounts.

- Will Google Apps Sync rename accounts?

No. If an account already exists for a user in Google Apps for Edu, Clever will create another account and append it with a number.

- How are my students and teachers organized?

Google Apps Sync puts students and teachers into their own Organizational Units called CleverStudents and CleverTeachers, respectively. The CleverStudents Organizational Unit is sub-divided by school and by grade. The CleverTeachers Organizational Unit is sub-divided by school.

- How does Google Apps Sync know which students and teachers need accounts?

Google Apps Sync bases account creation on the data that is being shared with it through the Clever dashboard. When the sync encounters a student or teacher's data, it checks to see if a Google account exists, and if it does not, it creates a new one.

- What happens if two users have the same name or initials?

The sync handles these collisions by appending the username with sequential numbers (ex. John Doe --> j.doe1, Jane Doe --> j.doe2).

- What happens if I already have some teacher or student accounts in Google?

Clever can recognize these existing accounts, however you'll need to make sure you enter the Google email addresses in the teacher & student email fields in your SIS. If we do not have the existing Google email address in this field, then we won't be able to match the existing account and we'll create a duplicate account. If you're going to be using Clever to sync with Google and you already have existing accounts in your Google domain, we recommend that you check in your Clever dashboard to make sure we're pulling the correct email addresses from your SIS before activating the Clever / Google sync.

- Is it possible to create accounts for a specific school or section?

Yes. You can create Google Accounts for a subset of the data in Clever, either at the school level or the section level. For instructions on how to create Google Accounts for specific schools or sections, see [Scoping the Sync](#).

Was this article helpful?   0 out of 0 found this helpful

Have more questions? [Submit a request](#)

• Questions about school year rollover? Try these articles. Other questions? [Submit a request](#) or call (800) 521-6516.

**Links to online documentation:**

West Springfield Public Schools Policy Manual

<https://sites.google.com/a/wsps.org/policy-manual/>

MASSACHUSETTS DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION

Policies Relating to the Collection and Use of Student Data

<http://www.doe.mass.edu/infoservices/data/DESEstudentData.pdf>

**RELIANCE**  
COMMUNICATIONS

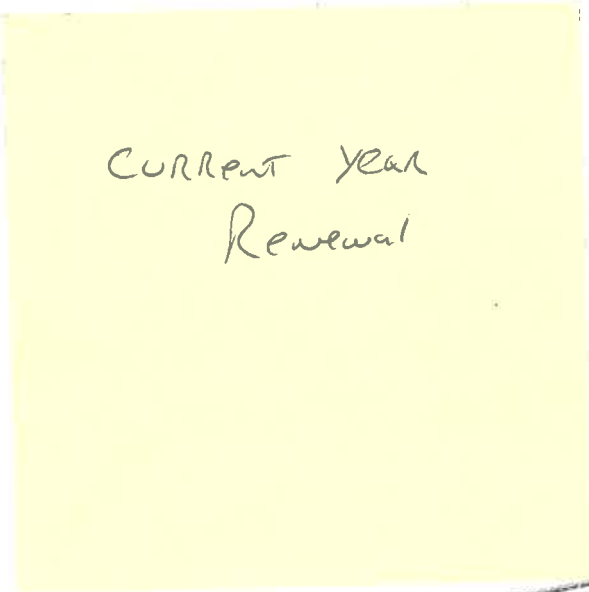
**SCHOOLMESSENGER®**

Reliance Communications, LLC.  
718 University Ave STE 200  
Los Gatos CA 95032  
United States

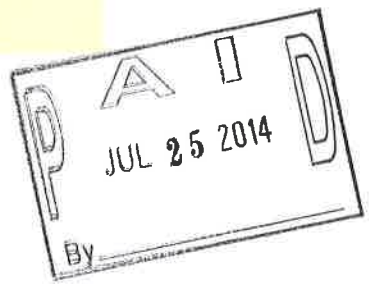
Date 3/13/2014  
Renewal Quote # 57455  
Expires 6/30/2014  
Type  
Representative AM Amber Hall

Prepared for:  
West Springfield Sch District  
26 Ctrl St  
W Springfield MA 01089

Quantity	Description		
R-SM Complete	1 Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	4,960.00	4,960.00
Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.			



1500484  
0001.00.14565.504.00.000.00  
4960.00  
30X



Thank you for your order!  
Please make checks payable to: Reliance Communications, LLC.

Total \$4,960.00

*M. Hall*



57455



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500484**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Reliance Communications, Inc.  
718 University Ave, Ste 202  
Los Gatos, CA 95032-7608

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291  
**Attn:** Carey Sheehan

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/17/2014	556		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	SCHOOL MSGR COMPLETE RENEWAL	0001-00-1450-5-504-00-000-00	\$4,960.00	\$4,960.00

12 MONTH UNLIMITED NOTIFICATION SERVICE

JULY 1 2014 TO JUNE 30, 2015

**TOTAL OF PURCHASE ORDER \$4,960.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools**  
**INCIDENTAL REQUISITION**

This Box for Central Office Use Only  
 Batch# \_\_\_\_\_ Req# \_\_\_\_\_

DATE: July 1, 2014

ORDER FROM: Reliance Communications 856  
718 University Avenue STE 200  
Los Gatos, CA 95032

DELIVERY TO: WSPS DISTRICT  
 ATTN: Dr Russell Johnston  
26 Central Street  
West Spfld, Ma 01089

Complete VENDOR Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1		Renewal of School Messenger Complete - 12 month unlimited notification service	4,960.00	4,960.00
		JULY 1, 2014-JUNE 30, 2015		

<b>To Be Approved in the Following Order:</b>		<b>Date</b>	SubTotal	4,960.00
Dept. Chair				
Supervisor / Director		7/16/14		
Principal				
Business Manager		7/15/14	<b>TOTAL</b>	4,960.00
Budget Account #		0001-00-1450-5-504-00-000-00		
Use the full 18 digit number		DW Software - Notification		



**RELIANCE**  
COMMUNICATIONS



Reliance Communications, LLC.  
718 University Ave STE 200  
Los Gatos CA 95032  
United States

**Date** 3/13/2014  
**Renewal Quote #** 57455  
**Expires** 6/30/2014  
**Type**  
**Representative** AM Amber Hall

**Prepared for:**  
West Springfield Sch District  
26 Ctrl St  
W Springfield MA 01089

R-SM Complete	1	Renewal SchoolMessenger Complete -- 12-month Unlimited Notification Service	4,960.00	4,960.00
Avoid possible interruption in service. Purchase Order or payment required 30 days prior to account expiration.				

Thank you for your order!  
Please make checks payable to: Reliance Communications, LLC.

**Total** \$4,960.00



57455

# SchoolMessenger Renewal Authorization

## ACCOUNT INFORMATION

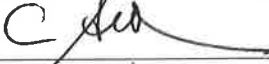
District Name: West Springfield School District  
Annual Rate: \$4,960 Authorization Date: immediately  
Reference Quote #: 57455 Renewal Date: June 30, 2014

## ACKNOWLEDGEMENTS

Reliance Communications, Inc. ("Reliance") will continue to provide District with the online communications application SchoolMessenger as further described in the Reference Quote (the "Service") subject to the following terms and conditions and any terms and conditions which may have been agreed to as part of the original purchase of the Service:

- 1. License Grant.** Reliance grants District the non-exclusive, non-transferable and terminable license to use the Service. These rights granted to District are provided on the condition that District does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service.
- 2. License From District.** Subject to the terms and conditions of this Agreement, District grants Reliance the nonexclusive non-transferable license to copy, store, record, transmit, maintain, display, view, print, or otherwise use District Data to the extent necessary to provide the Service to District. District agrees that the license to District Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup District Data.
- 3. Term and Termination.** This agreement will commence on the Authorization Date and continue for 36 months following the Renewal Date (the "Initial Term"), and then will automatically renew for successive one year periods unless either party provides written notice of its desire not to renew at least 30 days prior to the end of the then-current term. If the Initial Term extends beyond one year, the Customer may terminate this agreement for convenience on the one year anniversary of the Renewal Date, and each one year anniversary thereafter, by providing written notice to Reliance at least 30 days prior to the end of the then-current term.
- 4. Transmission Of Data.** Reliance warrants that it will use commercially reasonable efforts to ensure that District's Data will be safeguarded and maintained accurately. District understands that the technical processing and transmission of District's electronic communications is fundamentally necessary to District's use of the Service. District expressly consents to Reliance's interception and storage of electronic communications and/or District Data, and District acknowledges and understands that District's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Reliance. District acknowledges and understands that changes to District's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. District further acknowledges and understands that electronic communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. District agrees that Reliance is not responsible for any electronic communications and/or District Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by Reliance.
- 5. Limitations Of Liability.** DISTRICT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH RELIANCE IS CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY RELIANCE OF THE RISK OF DISTRICT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DISTRICT DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT.

Agreed and Acknowledged by the following who is authorized to sign on behalf of the District:

Signature:  Date: 4/25/14  
(or initials if signing electronically)  
Name: Carey Sheehan Title: Business Manager

✓ **Reliance Communications, LLC.**

718 University Ave STE 202  
 Los Gatos CA 95032  
 US  
 888-527-5225

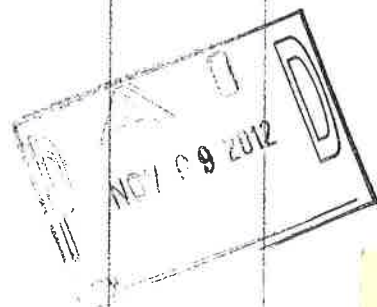
**Date** 10/9/2012  
**Invoice #** 33556  
**Terms** Net 30  
**Due Date** 11/8/2012  
**PO #** 1301825  
**Representative** Monika Young  
**Ship Via**  
**Ship Date** 10/9/2012  
**FOB**

**Bill To**

~~Dario Nardi~~  
 West Springfield School District  
 26 Central St.  
 Suite 33  
 West Springfield MA 01089

**Ship To**  
 West Springfield Sch District  
 26 Ctrl St  
 W Springfield MA 01089

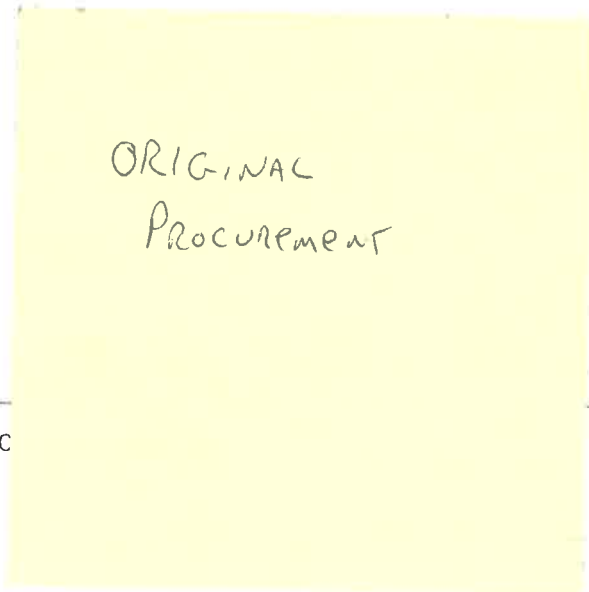
Item	Quantity	Description	Unit Price	Amount
SM-Complete	3,968	SchoolMessenger Complete -- 12-month Unlimited Notification Service; Pricing includes unlimited voice, SMS and email notifications; SchoolMessenger for iPhone support, interactive messaging / surveys, Contact Manager, automation and more; annual license and support, 24x7x365 customer service plus ongoing support for up to 3 users per school site and up to 5 district-level users.	2.50	9,920.00
Discount-AM-IAS	3,968	Per-student rate discount. Firm pricing for three years. Based on three year commitment.	-1.25	-4,960.00
UP-S11-SME	1	Spring 2012 Incentive Program. No cost upgrade to Social Media Edition for all years.	0.00	0.00
SMASP-SET-ST-0	1	SETUP AND TRAINING. Includes uploader software configured to automatically import files for updating contact information and triggering notifications. Includes remote training for End Users, System Administrators and Train-the-Trainer / Support Staff. Includes electronic training documents.	0.00	0.00



1301825  
 0001.00 - 1450.5 - 504.00 - 000 00  
 4960.00  
 30x

**RECEIVED**  
 NOV 01 2012

BY: \_\_\_\_\_



*M. Young*

Thank you for your order!  
 Please make checks payable to: Reliance C

**Total** 4,960.00  
**Amount Due** \$4,960.00





# PURCHASE ORDER

OFFICE COPY

Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1301825**

**Bill To:** West Springfield School Department  
Betty Noel  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Reliance Communications, Inc.  
603 Mission St.  
Santa Cruz, CA 95060

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291  
**Attn:** RUSSELL JOHNSTON

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
09/19/2012	556		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	3968.00	SCHOOL MESSENGER COMPLETE	0001-00-1450-5-504-00-000-00	\$1.25	\$4,960.00

UNLIMITED NOTIFICATION SERVICE

SEE ATTACHED

**TOTAL OF PURCHASE ORDER \$4,960.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$5,000.00)

Reliance Communications, Inc.

603 Mission Street  
Santa Cruz CA 95060  
United States  
PH: 888-527-5225 | FAX: 800-360-7732  
<http://www.schoolmessenger.com>

**Date** 4/17/2012  
**Quote #** 44519  
**Expires** 4/30/2012  
**Quote Type** SchoolMessenger Co...  
**Representative** Monika Young

**Prepared for:**

Kim Hunter  
West Springfield School District  
United States

**SchoolMessenger Complete -- Spring 2012 Program**

Item	Quantity	Description	Rate	Amount
SM-Complete	3968	SchoolMessenger Complete -- 12-month Unlimited Notification Service; Pricing includes unlimited voice, SMS and email notifications; SchoolMessenger for iPhone support, interactive messaging / surveys, Contact Manager, automation and more; annual license and support, 24x7x365 customer service plus ongoing support for up to 3 users per school site and up to 5 district-level users.	2.50	9,920.00
Discount-AM-IAS	3968	Per-student rate discount. Firm pricing for three years. Based on three year commitment.	-1.25	-4,960.00
UP-S11-SME	1	Spring 2012 Incentive Program. No cost upgrade to Social Media Edition for all years.	0.00	0.00
SMASP-SET-ST-0	1	SETUP AND TRAINING. Includes uploader software configured to automatically import files for updating contact information and triggering notifications. Includes remote training for End Users, System Administrators and Train-the-Trainer / Support Staff. Includes electronic training documents.	0.00	0.00

**Total** \$4,960.00

See product datasheets for complete specifications.



44519

**West Springfield Public Schools**  
**INCIDENTAL REQUISITION**

This Box for Central Office Use Only  
 Batch# \_\_\_\_\_ Req# \_\_\_\_\_

DATE: \_\_\_\_\_ July 1, 2012 556  
 ORDER FROM: Reliance Communications  
603 Mission Street  
Santa Cruz, CA 95060  
900-360-7732 (Fax)

DELIVERY TO: West Springfield Public Schools  
 ATTN: Russell Johnston

**Complete VENDOR Name, Address, and Zip Code Required**

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
3968		School Messenger Complete	1.25	4,960.00
		Unlimited notification service		
		See Attached		

<b>To Be Approved in the Following Order:</b>		<b>Date</b>		SubTotal	4,960.00
Dept. Chair					
Supervisor / Director	<i>[Signature]</i>	9/18/11			
Principal			0%	Shipping	0.00
Business Manager	<i>[Signature]</i>	9/19/12		<b>TOTAL</b>	4,960.00
Budget Account #					
Use the full 18 digit number	0001-00-1450-5-504-00-000-00				
	DW Software - NOTIFICATION				

Reliance Communications, Inc.  
603 Mission Street  
Santa Cruz CA 95060  
United States  
PH: 888-527-5225 | FAX: 800-360-7732  
http://www.schoolmessenger.com

**Date** 4/17/2012  
**Quote #** 44519  
**Expires** 4/30/2012  
**Quote Type** SchoolMessenger Co...  
**Representative** Monika Young

**Prepared for:**  
Kim Hunter  
West Springfield School District  
United States

**SchoolMessenger Complete -- Spring 2012 Program**

Item	Quantity	Description	Rate	Amount
SM-Complete	3968	SchoolMessenger Complete -- 12-month Unlimited Notification Service; Pricing includes unlimited voice, SMS and email notifications; SchoolMessenger for iPhone support, interactive messaging / surveys, Contact Manager, automation and more; annual license and support, 24x7x365 customer service plus ongoing support for up to 3 users per school site and up to 5 district-level users.	2.50	9,920.00
Discount-AM-IAS	3968	Per-student rate discount. Firm pricing for three years. Based on three year commitment.	-1.25	-4,960.00
UP-S11-SME	1	Spring 2012 Incentive Program. No cost upgrade to Social Media Edition for all years.	0.00	0.00
SMASP-SET-ST-0	1	SETUP AND TRAINING. Includes uploader software configured to automatically import files for updating contact information and triggering notifications. Includes remote training for End Users, System Administrators and Train-the-Trainer / Support Staff. Includes electronic training documents.	0.00	0.00

*OK to Pay  
Per Sr. Technicians  
C. Hill*

**Total** \$4,960.00

See product datasheets for complete specifications.



44519



4 Limbo Lane • Amherst, NH 03031 • USA  
 Phone 800-889-7627 or 603-318-0253 • Fax 603-672-0033

**SNAP Health Center Support and Maintenance Contract**  
 Contract Period: 09/01/14 to 08/31/15

Date	Reference No.
July 1, 2014	201500001615

<b>Bill To</b> West Springfield School District 26 Central Street West Springfield, MA 01089
---

<b>Ship To</b> Chrisitne Viens West Springfield Middle School 31 Middle School Drive West Springfield, MA 01089
---

Item	Description	Qty	Amount
SNAP Health Center Annual Support/Maintenance Contract Renewal	Serial Number: 2D4F24F6 Module(s): Records, MA-ESHS Report, MA-Monthly Activities Report Licensed Users: 11 Legacy customer base support \$2,637.00 Your cost reflects a 7% customer loyalty discount Web Enabled: N/A  <i>1500811</i> <i>0001.00 . 3200 5 . 504 . 00 .</i> <i>000 00</i>  <i>2637.00</i> <i>30x</i>	11	\$2,637
<b>Total:</b>			<b>\$2,637</b>

*Chrisitne Viens*  
*8/14*

PSNI Tax ID#: 02-0489720







# PURCHASE ORDER

OFFICE COPY

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500811**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Professional Software for Nurses Inc.  
4 Limbo Lane  
Amherst, NH 03031-1869

**Ship To:** Middle School  
West Springfield Public Schools  
31 Middle School Drive  
West Springfield, MA 01089  
  
**Attn:** CHRISTINE VIENS

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/30/2014	572		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	ANNUAL SNAP HEALTH FY 2015	0001-00-3200-5-504-00-000-00	\$2,637.00	\$2,637.00

ANNUAL SUPPORT/MAINTENANCE  
CONTRACT RENEWAL

*7/31  
original invoice  
to Christine for  
signature*

<b>TOTAL OF PURCHASE ORDER</b>	<del>2700.00</del> <b>\$2,637.00</b>
--------------------------------	---

**Town of West Springfield Use ONLY**

2637.00

By   
Chief Financial Officer

By \_\_\_\_\_  
Procurement Agent (if over \$10,000.00)

**Pam Ciborowski**  
**William Cowing School**  
**160 Park Street**  
**West Springfield, MA 01089**

09/02/2008

Thank you for renewing your Support and Maintenance contract for *SNAP* Health Center for the 2008-2009 school year. Your contract is valid through August 31, 2009.

*SNAP* Health Center Support and Maintenance includes; access to our toll free technical support, program updates with the latest features for *SNAP* Health Center, state specific immunization compliance rules, Mosby Drug handbook access and access to the IHP Pavilion care plan sharing web site (requires IHP tool option). Please **activate** your *SNAP* program so that you immediately have access to all of the features and benefits that your contract provides. Networked systems need only activate once from any client. Use the instructions below if your *SNAP* Health Center is version 4.0.4 or higher. You can find your program version number by going to **Help | About** in the *SNAP* program. If you are not using version 4.0.4 or higher please discuss updating your program with your school or district IT department. Program updates are posted on our website at [www.promedsoftware.com](http://www.promedsoftware.com). Click on the Support link, then the Downloads Page link. If you need assistance please call PSNI Technical Support at 1-800-889-7627 ext 2.

#### **Program Activation Instructions:**

Open *SNAP*, select your username, enter your password and click **OK**

1. On the main menu bar select **Help | Activate Program**
2. Select one of the following options:
  - **Internet:** leave this selected if you have internet access. (*recommended*)
  - Click **Next**; Activation will be automatic and you will receive a message thanking you for activating as well as an overview of your authorized items.

When you click **OK** the program will close.

If you receive an error, please read the cause of the error and if necessary update your Database ID in the Administration Module. Your Database ID is the first 8 characters of the following: **2D4F24F6-03FE5732**. To view/update your Database ID (from within *SNAP*) click Security | Administrative Functions. Login as 'admin', click the Schools/Options tab. Your Database ID is located in the lower-right corner. Click 'Change,' type in your Database ID, click **OK**, then restart at step 1.

- **Phone:** select this option if you do not have internet access.
- If you chose this option, call PSNI at 1-800-889-7627 ext 2 to receive an activation code.

Please call 1-800-889-7627x4 with any questions regarding billing and account balances.

Sincerely,

*Professional Software for Nurses, Inc.*



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500253**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** PCS Revenue Control Systems, Inc  
560 Sylvan Ave  
Englewood Cliffs, NJ 07632

**Ship To:** School Lunch Dept.  
West Springfield Public Schools  
26 Central Street, 4th Flr  
West Springfield, MA 01089  
(413)263-3292  
**Attn:** Dario Nardi

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/14/2014	2737		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	TECH SUPPORT & EQUIPMENT	3000-00-3400-5-401-19-000-00	\$6,697.34	\$6,697.34

*Current Year  
Renewal*

**TOTAL OF PURCHASE ORDER \$6,697.34**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools  
INCIDENTAL REQUISITION**

This Box for Central Office Use Only	
Batch#	Req#

DATE: April 17, 2014 *July 1, 2014*

ORDER FROM: PCS Revenue Control Systems  
P.O. Box 1250  
Englewood Cliffs NJ 07632-0250  
2737

DELIVERY TO: School Lunch Dept  
ATTN: Dario Nardi  
26 Central Street  
West Springfield, Ma 01089

Complete VENDOR Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1		Tech Support & Equipment	6,697.34	6,697.34
		<i>Invoice MS 140576 \$5737.34</i>		
		<i>Invoice MS 140575 \$960.00</i>		
		<i>TOTAL \$6697.34</i>		

<b>To Be Approved in the Following Order:</b>		<b>Date</b>	SubTotal	6,697.34
Dept. Chair	<i>[Signature]</i>	<i>5.5.2014</i>		
Supervisor / Director				
Principal				
Business Manager	<i>[Signature]</i>	<i>7/14/14</i>	<b>TOTAL</b>	6,697.34

Budget Account # 3000-00-3400-5-401-19-000-00  
Use the full 18 digit number Café Revolving DW Technology

**PCS Revenue Control Systems Inc.**

PO Box 1250

Englewood Cliffs NJ 07632-0250

Tel.: 201-568-8300, Fax: 800-854-3387



URL: <http://pcsrcs.com>

To:  
West Springfield P.S.  
26 Central Street  
West Springfield, MA 01089 United States  
Attn: Dario Nardi  
Tel.: 413-263-3180, Fax: 256-389-2605  
Customer Number: 806

Invoice Date: 06/01/14

Invoice MS140576

Ln	Part Number	Part Description	Quantity	Unit Price	Extended Price
1	Support-000	Annual Softw, 07/01/14-06/30/15	1.00 ea	\$ 5,737.34	\$5737.34

Pay by 07/01/14  
Document: ST700019

<b>Total Price</b>	<b>\$5737.34</b>
<b>Tax</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$ 5737.34</b>

invoice has been prorated

Terri Moreno

**PCS Revenue Control Systems Inc.**

PO Box 1250

Englewood Cliffs NJ 07632-0250

Tel.: 201-568-8300, Fax: 800-854-3387

Company Number: 332104908

URL: <http://pcsrcs.com>

To:  
**West Springfield P.S.**  
 26 Central Street  
 West Springfield, MA 01089 United States  
 Attn: Dario Nardi  
 Tel.: 413-263-3180, Fax: 256-389-2605

Print Date: 04/28/14

Service Contract ST700019

Site	Site Description	Product Number	Product Description	Installation Date	End of Warranty	Quantity	Price/Year
000	District Office	SL-141	SDMS-District	10/17/13	06/30/15	1.00 ea	1,588.00
000	District Office	HF-111	Star Meal Center	07/01/12	06/30/30	1.00 ea	0.00
000	District Office	SL-064	TrakNOW Enterprise	01/29/13	06/30/15	1.00 ea	2,400.00
000	District Office	SL-089	Comtrak/PAMS	01/15/08	06/30/15	1.00 ea	400.00
001	High School	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
002	Middle School	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
003	Coburn Elementary	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
004	Fausey Elementary	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
005	Memorial Elementary	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
006	John Ashley	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
007	Mittineague School	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
008	Tatham Elementary	SL-146	QSP4 School Site	10/17/13	06/30/15	1.00 ea	325.00
<b>Total Price</b>							<b>6,988.00</b>
<b>Tax</b>							<b>0.00</b>
<b>TOTAL</b>							<b>\$ 6,988.00</b>

Expir. Date: 06/30/15  
 Service Terms: Phone Support  
 Payment Frequency: Annual  
 Payment Terms: Net 30 Days  
 Customer Number: 806

**PCS Revenue Control Systems Inc.**

PO Box 1250

Englewood Cliffs NJ 07632-0250

Tel.: 201-568-8300, Fax: 800-854-3387

Company Number: 332104908



URL: <http://pcsrcs.com>

To:

West Springfield P.S.

26 Central Street

West Springfield, MA 01089 United States

Attn: Dario Nardi

Tel.: 413-263-3180, Fax: 256-389-2605

Print Date: 04/28/14

Service Contract ST700019

Terri Moreno  
PCS Revenue Control  
Systems Inc.

**PCS Revenue Control Systems Inc.**  
PO Box 1250  
Englewood Cliffs NJ 07632-0250  
Tel.: 201-568-8300, Fax: 800-854-3387



URL: <http://pcsrcs.com>

To:  
West Springfield P.S.  
26 Central Street  
West Springfield, MA 01089 United States  
Attn: Dario Nardi  
Tel.: 413-263-3180, Fax: 256-389-2605  
Customer Number: 806

Invoice Date: 06/01/14

Invoice MS140575

Ln	Part Number	Part Description	Quantity	Unit Price	Extended Price
1	HFW-001	Annual Hardw, 07/01/14-06/30/15	1.00 ea	\$ 960.00	960.00

Pay by: 07/01/14  
Document: ST700020

<b>Total Price</b>	<b>960.00</b>
<b>Tax</b>	<b>0.00</b>
<b>TOTAL</b>	<b>\$ 960.00</b>

invoice has been prorated

Terri Moreno



**PCS Revenue Control Systems Inc.**

PO Box 1250

Englewood Cliffs NJ 07632-0250

Tel.: 201-568-8300, Fax: 800-854-3387

Company Number: 332104908

URL: <http://pcsrcs.com>**To:****West Springfield P.S.****26 Central Street****West Springfield, MA 01089 United States****Attn: Dario Nardi****Tel.: 413-263-3180, Fax: 256-389-2605****Print Date: 04/08/14**Service Contract ST700020

Product Number	Product Description	End of Warranty	Serial Number	Quantity	Price/Year
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708143	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708144	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708145	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708146	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708147	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708148	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708149	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708150	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708151	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708152	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708153	1.00 ea	80.00
HF-002	NKP06 Keypad Fred+Scnr -Flat Keys	06/30/15	1640708154	1.00 ea	80.00
HF-003	NKP06 Keypad Ned-Flat Keys	01/02/16	1021209063	1.00 ea	80.00
HF-003	NKP06 Keypad Ned-Flat Keys	01/02/16	1021209064	1.00 ea	80.00
HF-003	NKP06 Keypad Ned-Flat Keys	01/02/16	1021209065	1.00 ea	80.00

**PCS Revenue Control Systems Inc.**

PO Box 1250

Englewood Cliffs NJ 07632-0250

Tel.: 201-568-8300, Fax: 800-854-3387

Company Number: 332104908



URL: <http://pcsracs.com>

Print Date: 04/08/14

To:

West Springfield P.S.

26 Central Street

West Springfield, MA 01089 United States

Attn: Dario Nardi

Tel.: 413-263-3180, Fax: 256-389-2605

Service Contract ST700020

Expir. Date: 06/30/15

Service Terms: Parts and Labor

Payment Frequency: Annual

Payment Terms: Net 30 Days

Customer Number: 806

Total Price	1,200.00
Tax	0.00
<b>TOTAL</b>	<b>\$ 1,200.00</b>

Terri Moreno  
PCS Revenue Control  
Systems Inc.

# WEST SPRINGFIELD PUBLIC SCHOOLS WEST SPRINGFIELD, MASSACHUSETTS

---

TO: Members of the School Committee

FROM: Carey Sheehan, Business Manager *C. Sheehan*  
Dario Nardi, School Food Service Supervisor *D. Nardi*

DATE: October 9, 2007

RE: School Foodservice POS system award recommendation

---

We recommend to the School Committee that the award for the School Foodservice Point of Sale (POS) system be made to PCS Revenue Control Systems, Incorporated. The School Department had issued and advertised a request for proposal (RFP) for a POS system. Please find attached a two page summary of the evaluation committee's review of the vendors' responses to the RFP and the consensus ranking that the committee arrived at pursuant to their examination of these vendors.

PCS, Inc. cost response was for a total of \$53,630 for software, hardware, training and installation, and three year hardware warranty for the Point of Sale system. The amount budgeted in the "one time Capital Outlay" section of the School Department FY 2008 budget as recommended by Mayor Gibson and approved by the City Council was \$58,000 for this procurement.

Cc Kevin McQuillan

ORIGINAL  
PROCUREMENT

Approved 7-0 to award to PCS, Inc.  
School Committee meeting of  
10/9/07  
*[Signature]*

**WEST SPRINGFIELD PUBLIC SCHOOLS  
Request For Proposals (RFP)  
For Computerized Point of Sale (POS) System  
EVALUATION SUMMARY**

CHECK LIST FOR TECHNICAL PROPOSAL

- a Proposal Certification Form
- b Introductory Letter
- c Vendor Qualifications & Experience Summary
- d Plan of Work
- e Vendor References
- f Staff Resumes
- g Vendor Recommendations

	Comalex	Horizon	PCS	STG
a	x	x	x	x
b	x	x	x	x
c		x	x	x
d		x	x	x
e		x	x	x
f		x	x	x
g				

NOTE:

Based on the format of their technical Proposal as matched against these criteria, Comalex was deemed to be non-responsive and their proposal was given no further consideration

EVALUATION CRITERIA

Scoring Method:      HA      Highly Advantageous  
                                   A      Advantageous  
                                   N Adv    Not Advantageous  
                                   N Acc    Not Acceptable

The RFP defines what is to be considered "Highly Advantageous" etc. under each evaluation criterion.

1 Experience

Horizon    A  
 PCS        A  
 STG        A

2 Software

Horizon    HA  
 PCS        HA  
 STG        HA

3 Hardware

Horizon    HA  
 PCS        HA  
 STG        HA

4 Service

Horizon    HA  
 PCS        HA  
 STG        HA

Footnote that one current client we contacted indicated slow response times.

5 Installation & Training

Horizon HA  
PCS HA  
STG HA

As a result of reviewing the RFPs and calling the three references that each bidder provided,  
**the Evaluation Committee ranked the proposals as follows:**

**1 PCS**

**2 Horizon** Due to service concerns

**3 STG** Concerns regarding only last 90 days activity to view student account info on-line

Also, during demonstrations by vendors at the Municipal Office Building, PCS appeared to staff to be the most user friendly system to operate.

Following the ranking of the Technical Proposals, the price proposals were opened and the results were as follows:

The Price Proposals were opened with Carey Sheehan, Dario Nardi, and Mayor Edward Gibson present.

PCS \$53,630.00  
STG \$53,116.00  
Horizon \$105,680.00

**The recommendation is to award the bid to PCS**

The Evaluation Committee consisted of the following members:

Dario Nardi, Director of School Food Services  
Suzanne Santoni, Network Administrator  
Tom McNulty, Middle School Principal (representing all School Principals)  
Carey Sheehan, Business Manager  
Kevin McQuillan, Acting Assistant Superintendent

kmcq  
cgs  
10/9/2007

## TOWN OF WEST SPRINGFIELD

### CONTRACT & GENERAL CONDITIONS

Date: October 31, 2007

This Contract is entered into on, or as of, this date by and between the Town of West Springfield (the "Town"), and PCS Revenue Control Systems, Inc. (the "Contractor")

560 Sylvan Avenue, Englewood Cliffs, NJ. 07632

Telephone 800-247-3061

1. This is a Contract for the procurement of the following:

**Procurement of Hardware, Software, Installation services, Training services, and Hardware Warranty for a School Foodservice Point of Sale system pursuant to cost proposal attached dated September 19, 2007 (Attachment A)**

2. The Contract price to be paid to the Contractor by the Town of West Springfield is:

**\$53,630.00 (Fifty three thousand six hundred thirty dollars) per attached specifications as bid**

3. Payment will be made as follows:

**30 days after installation (completed work to be approved as satisfactory by West Springfield School Department School Foodservice supervisor before payment timetable to begin)**

4. Definitions:

- 4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

- 4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in Project Manual, Drawings, and all Addenda issued during the bidding period and addendum A Attached hereto. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor on or before January 31, 2008 unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right select among the remedies available to it by all of the above.

Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

**General Laws Chapter 30B: Procurement of Goods and Services.**

**General Laws Chapter 30 39, et seq: Public Works Contracts.**

**General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.**

9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.



10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

14. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly

authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

15. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

16. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

17. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

18. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

19. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> ( X ) Goods Supplement "G"    | Applicable to Contracts for the procurement of <u>Goods</u> (governed by the provisions of General Laws Chapter 30B).      |
| <input checked="" type="checkbox"/> ( X ) Services Supplement "S" | Applicable to Contracts for the procurement of <u>Services</u> , (governed by the provisions of General Laws Chapter 30B). |
| <input type="checkbox"/> ( ) Construction Supplement "C"          | Applicable to Contracts for the <u>construction</u> of:  |
|   | (1) <u>Public Buildings</u> and Public Works (governed   |

by the provision of General Laws Chapter 30B);

(2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and

(3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

Dated: \_\_\_\_\_

By: Dr. Steven Rarita  
Superintendent of Schools

By: Edward J. Gelin  
The Town of West Springfield  
Chief Procurement Officer/Mayor

By: Sharon A. Mulca  
Town Accountant/Chief Financial Officer  
Certified as to Appropriation

By: John P. DeL...  
Town Attorney

The Contractor by: Douglas Yaw

SUPPLEMENT "G"

This form supplements the West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of goods.

See attachment "A" (7 page attachment) for itemized list of goods/materials to be installed.

"Goods" shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.

Change order may not increase the quantity of goods by more than twenty-five (25%) percent, in compliance with General Laws Chapter 30B, Section 13.

This contract for purchase includes the following delivery, installation or set up requirements:

Dated: October 31, 2007

The Town of West Springfield

By: Edward J. Gelin  
Procurement Officer/ Mayor

By: Sharon A. Wilcas  
Town Accountant/Chief Financial Officer

By: James T. Donahue  
Town Attorney

By: Dave Yem GENERAL MANAGER  
Contractor, Name & Title

## SUPPLEMENT "S"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of services.

2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the quantity of services by more than then (25.0%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.

4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.


5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.


5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to nonexecution of the work or at any time due to defective work or materials.
- 5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.
- 5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

Dated: October 31, 2007

By:   
The Town of West Springfield  
Chief Procurement Officer/Mayor

By:   
Town Accountant/Chief Financial Officer  
Certified as to Appropriation

By:   
Town Attorney

By: Dr. Suzanne Baratta  
School Superintendent

The Contractor by: Deen Yon

Tax Compliance Certificate

Pursuant to M.G.L. Chapter 62C, Section 49A, I certify under the penalties of perjury that I have, to my best knowledge and belief, complied with the law of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I further authorize the City of West Springfield to deduct from the amounts due under the contract, any overdue taxes, real or personal, or any other fees due to the City of West Springfield from the vendor which become due and payable by the vendor or its officers, directors or agents during the term of the contract or until the final amounts due under this contract are paid in full.

Check one of the following:

The vendor does not have a West Springfield office. \_\_\_\_\_

\_\_\_\_\_

The vendor does have a West Springfield office. \_\_\_\_\_

\_\_\_\_\_

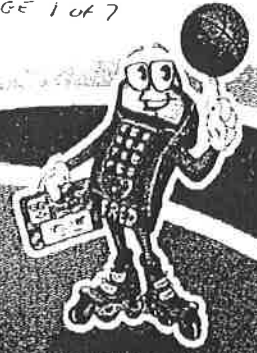
22-3104908  
 Social Security Number or  
 Federal Identification Number

RTS Revenue Control Systems  
 Corporate Name

By: \_\_\_\_\_  
 Corporate Officer  
 (if applicable)







**The Public Schools of West Springfield  
26 Central Street  
West Springfield, MA 01089**

**Cost Proposal to Provide a  
Computerized POS System**

**RFP # WSPS-FS-POS**

**September 19, 2007 2:00 pm  
COPY**

**WE DO IT RIGHT!  
...RIGHT FROM START TO FINISH!**

**West Springfield Cost Proposal**

PCS Revenue Control Systems, Inc.



MAKING THE FUTURE OF SCHOOL NUTRITION AS PRESENT

---

## Table of Contents

Cost Proposal	1
Extended Hardware Maintenance	3

## Cost Proposal

### Request for Proposal No. WSPS-FS-POS Cost Response

VENDOR (firm name): PCS Revenue Control Systems, Inc.

Please list each software module and costs. West Springfield Public Schools reserves the right to add or subtract from quantities or software listed prior to shipment.

Proposal must include all contract terms and conditions that apply to proposal.

#### Software

Indicate if functionality of one module is bundled with another module.

See Section 1.2 for school information. Recommend quantities based on # of schools, current business level and configuration.

Item	Description	Package Name	Qty	Unit Cost	Total Cost	Annual Support Fee
1	District Manager Software; (Back Office) – unlimited users	Rightrak	1	\$4,195.00	\$4,195.00	\$ 840.00
2	Free and Reduced Application processing – unlimited users	Free & Reduced	1	Included	\$ -	\$ -
3	Personnel/Labor scheduling – unlimited users	TIMETrak	1	\$3,495.00	\$3,495.00	\$990.00
4	Building License – 1 License per building housing Serving line software	Fastrak	8	\$995.00	\$7,960.00	\$2,600.00
5	Serving Line Software License – 1 License per serving line in each building	3D POS	12	\$195.00	\$2,340.00	\$ -
6	Remote diagnostics - all systems	Included in each system		\$ -	\$ -	\$ -
7	Parent Guardian Interface (Transaction rather than support fee)	PayPAMS	1	\$ -	\$ -	\$ -
<b>Software Total</b>					<b>\$17,990.00</b>	<b>\$4,430.00</b>

#### Hardware

Indicate if hardware is proprietary or off-the-shelf. Provide technical specifications.

Recommend quantities based on # of schools, current business level and configuration.

Item	Qty	Hardware Component	Proposed Hardware	Unit Cost	Total Cost
1	12	POS Cash Register w/drawer	ACD-07E	\$150.00	\$1,800.00
2	12	Smart Terminal w/Touch Screen data entry	SilenTouch	\$1,595.00	\$19,140.00
3	12	Student input device (keypad/barcode reader)	FRED Fast Read Entry Device	\$395.00	\$4,740.00
4		Required cabling	Required patch cables included with each unit		
<b>Hardware Total</b>					<b>\$25,680.00</b>



IMAGINE THE FUTURE. A THING OF THE PAST IS...

Hardware specifications are included in the Recommended Products section of the Proposal Response

### Training, Installation and Documentation Services

On site training costs include travel and travel related expenses.

Item	Service	Cost per Day	Est. Days	Total
1	On-site Setup Days - Data transfer from current system	\$ 750.00	8	\$6,000.00
2	Train the Trainer Session	\$ 750.00	1	\$ 750.00
3	All POS users training	\$ 750.00	1	\$ 750.00
4	Mgmt staff training	\$ 750.00	2	\$1,500.00
5	IT staff training			
6	Other costs	0.00	0.00	0.00
7	Training Manuals*			Included
8	Advanced training options			
	On line - available at an \$85.00 per hour			
	In class - Free at PCS Training Center in New Jersey			
<b>Training Total</b>				<b>\$9,000.00</b>

\*Training manuals requested:

- a. Two district mgmt software manuals
- b. 8 School Software manuals (1 per school)
- c. 8 hardware manuals (1 per school)

### Hardware Warranty

Hardware Warranty detailed information is included in the Recommended Products section of the Proposal Response.

Extended Maintenance pricing is on the following page.

	Description: Extended Warranty is optional for FRED keypad starting in Year 2. SilenTouch POS includes a three year Warranty.	Unit Cost/Year	Total Cost (per year)
Year 1	Hardware Warranty cost (includes all Warranty and RMA shipping costs)		
Year 2	Hardware Warranty cost (includes all Warranty and RMA shipping costs)		
Year 3	Hardware Warranty cost (includes all Warranty and RMA shipping costs)	\$ 80.00	\$ 960.00
Year 4	Hardware Warranty cost (includes all Warranty and RMA shipping costs)	\$ 80.00	\$ 960.00
Year 5	Hardware Warranty cost (includes all Warranty and RMA shipping costs)	\$ 80.00	\$ 960.00
<b>3 Year Warranty cost</b>			<b>\$ 960.00</b>

**Grand Total (Including 3 yrs Warranty and Maintenance)**

**\$53,630.00**

## Extended Hardware Maintenance

### Hardware Maintenance:

All new PCS hardware (ALANA™ POS-06, FRED™ and NED™ Keypads, NetCASH) comes with a One-Year Labor and Parts Warranty. Touch Screen POS Terminals come with a Three-Year Labor and Parts Warranty. At the time of purchase, extended warranty coverage can be purchased as listed on the right.

### Extended Warranties:

Touch Screen POS terminals: No extended warranty is currently available.

ALANA™ POS-06	\$ 150.00/year (from 2 <sup>nd</sup> yr and on)
FRED™ Keypad	\$ 80.00/year (from 2 <sup>nd</sup> yr and on)
NED™ Keypad	\$ 40.00/year (from 2 <sup>nd</sup> yr and on)
Refurbished POS-05	\$ 90.00/year (after the 1st 90 days)

### Hardware Diagnosis:

Prior to shipping hardware to PCS for repair, a telephone consultation/diagnosis should take place (please call 1.800.247.3061 ext.1). At this time a PCS Technician will advise for the next step and issue a Return Merchandise Authorization number or an RMA (#).

### Shipping:

In the case of hardware failure within the first 60 days of new hardware receipt, PCS will issue a pickup tag for the item (no charge to the district). In all other circumstances, the district pays to ship the item to PCS Maintenance/Repair Department (in New Jersey) and PCS pays to ship the item back. PCS return shipping is always UPS ground service (5-8 business days). A district may request and pay for expedited delivery service (please include reference on the PO).

### Documentation:

In the shipping container/box for each item, please include the RMA number and/or a description of the problem. Please include a return shipping address, contact person, phone number and email address.

### Rates:

For all non-warranty work, there is a minimum bench charge of \$50 for diagnostics and an hourly rate of \$70 (minimum ½ hour) plus parts. The "typical" repair inclusive of all charges is about \$100.00.

### District Repair:

Any district may attend a two-day training session in our New Jersey offices to learn "on-site" maintenance repair. This is particularly useful for larger districts. Upon completion of the course, the attendee will receive a *PCS Maintenance Certificate*. Graduates of the training are able to purchase parts directly from PCS and perform maintenance on their own in their districts. Parts are NOT provided without this certification. Due to the sensitivity of the electronic components any "non-certified" repair on unit will void the warranty.

### Ship All PCS Hardware To:

PCS Revenue Control Systems, Inc.  
 Attn: REPAIR DEPT. RMA#: \_\_\_\_\_  
 560 Sylvan Avenue  
 Englewood Cliffs, NJ 07632

Please be assured that we strive to minimize cost increases and provide you with the highest quality of service at the lowest possible price.

If you have any questions, please call us at 1.800.247.3061 ext. 1136 or e-mail us at [ycCare@pcsrCS.com](mailto:ycCare@pcsrCS.com).

# www.pcsRCS.com



## PCS REVENUE CONTROL SYSTEMS, INC.

www.pcsRCS.com  
560 SYLVAN AVENUE, ENGLEWOOD CLIFFS, NJ 07632

TEL: 1-800-247-3061 / 1-201-568-8300  
FAX: 1-201-568-8381 E-MAIL: weCARE@pcsrCS.com

# INVOICE

*Current Year  
Renewal*

**BILL TO:**

ATTN: ACCOUNTS PA  
WEST SPRINGFIELD F  
26 CENTRAL ST  
WEST SPRINGFIELD, I

**SHIPPED AT:**

WEST SPRINGFIELD PUBLIC SCHOOLS  
26 CENTRAL ST  
WEST SPRINGFIELD, MA 01089

INVOICE NUMBER <b>4595688</b>	
TAX I D NO 41-08505	
DATE: 10-JUL-14	Page 1 of 1
CUSTOMER NO. 1013331	CREDIT REF NO

Reference Number: 32946

PURCHASE INFORMATION	SHIPPING INFORMATION	PAYMENT INFORMATION
PURCHASE ORDER  CUSTOMER CONTRACT NUMBER:  NCS CONTRACT NUMBER: 3294660	(MOST RECENT SHIPMENT)  SHIP DATE  CARRIER  B/L NUMBER	TERMS: PAY ON RECEIPT  DUE DATE: 10-JUL-14  CONTACT: Customer.Service@pearson.com 888-827-0772 (Toll-Free) 480-457-7978 (Direct Dial) 480-907-2249 (Fax)

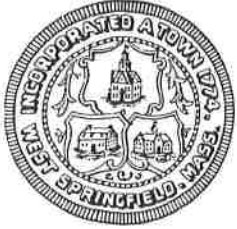
DESCRIPTION	U/M	QTY	TAX	UNIT PRICE	EXTENDED PRICE
PSPREMSUP PowerSchool Support for the period of 07/10/2014 through 07/09/2015  <b>INVOICE SUMMARY:</b>  TOTAL FOR ALL LINE ITEMS  6.25% STATE TAX 0.00% COUNTY TAX 0.00% CITY TAX  Register at <a href="https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp">https://ipay.pearson.com/OA_HTML/SelfRegistration.jsp</a> Already a user, login to <a href="https://ipay.pearson.com">https://ipay.pearson.com</a>  THIS IS YOUR ANNUAL SUPPORT/SUBSCRIPTION RENEWAL. A NEW PURCHASE ORDER IS REQUIRED. TO AVOID CANCELLATION OF YOUR PHONE SUPPORT, PRODUCT UPDATES, OR HOSTED PRODUCT PLEASE WORK WITH YOUR DIRECTOR OF TECHNOLOGY OR APPROPRIATE PARTY TO ESTABLISH AND APPROVE A CURRENT YEAR PO AND PAYMENT FOR THIS ANNUALLY RECURRING INVOICE. IF SUPPORT IS NOT USED, PLEASE FAX A WRITTEN CANCELLATION TO 480-907-2249.	Each	3950	N	4.75	18,762.50
					18,762.50
					0.00
					0.00
					0.00
<b>SUBTOTAL</b>				<b>TAX</b>	<b>TOTAL (USD)</b>
18,762.50				0.00	18,762.50

*OK to pay from Q 2/31/14*

APR 23 2014

**Remit by Check to:**  
 NCS PEARSON, INC.  
 13036 COLLECTION CENTER DRIVE  
 CHICAGO, IL 60693  
**Remit by Wire or ACH to:**  
 Bank of America - Account Name: NCS Pearson Inc  
 ACH: # 071-000-039 WIRE: #0260-0959-3  
 Account No: 81881-05388 SWIFT: BOFAUS3N  
 (Include invoice number in transmission)





## Town of West Springfield

### Procurement Checklist

A checklist of items that are needed to document the procurement process. This form MUST accompany any and all items to be procured.

Bid Number: \_\_\_\_\_

Bid Award Date: 7/31/2014

Item to be procured: PowerSchool Premier License Support

Quantity Required: 1

Estimated Cost: \$18,762.50

Department: SCHOOL Contact Person & Phone: Carey Sheehan 413-263-3291

#### General Law that applies to this purchase:

- Chapter 30B (Supplies and Services)
- Chapter 149 (Building Construction)
- Chapter 30 (Non-Building Public Works)
- Chapter 7 (Public Building Projects Design Services)

#### Procedure being used to procure this item:

- Sound business practice (attach explanation)
- Written quotes (attach quotes)
- Comm-PASS (State Contract Purchase) CONTRACT #: \_\_\_\_\_ (attach relevant pages)
- Sealed Bids (Invitation to Bid - IFB)
- Sealed proposals (Request for Proposal - RFP)
- Statements of Qualifications
- Item is exempt from Purchasing Laws - MUST CITE SECTION & REASON  
Section: 7a Reason: Sole Source procurement

#### Advertising (include copies of all advertisements)

Not Applicable

- Springfield Republican: Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Central Register OR Goods and Services Bulletin (*circle one*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Record (*OPTIONAL*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Minority Publication (*OPTIONAL*) LIST: \_\_\_\_\_ Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Website or Bulletin Board (*circle one*) Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_

#### Bid Documents (Specifications) (include complete bid document, drawings, specifications, project manual, etc.)

- Copy of Bid Documents

---

**Additional Information:**

Is this purchase considered to be a sole source?  YES  NO

If YES: State Why: Pearson is the exclusive vendor for software support for powerschool -procured 2009

Is a brand name being identified as the standard?  YES  NO

If YES: Identify Brand: \_\_\_\_\_ State Why: \_\_\_\_\_

Are there any specific requirements for this purchase? ?  YES  NO

If YES: State Specific Requirements: \_\_\_\_\_

---

**Bids, Proposals, or Quotes Received** *(include copies of all)*

Formal Opening:

Date: \_\_\_\_\_ and Time: \_\_\_\_\_

Location: \_\_\_\_\_

Attendees *(please list or include sign-in sheet)*: \_\_\_\_\_

Please list **THREE (3)** lowest prices received:

	Vendor	Price
1.	_____	_____
2.	_____	_____
3.	_____	_____

**Recommendation of Award:**

VENDOR: NCS Pearson Inc.

PRICE: \$18,762.50

TERM of CONTRACT: \_\_\_\_\_

TOTAL CONTRACT: \$18,762.50

REASON(S): \_\_\_\_\_

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_



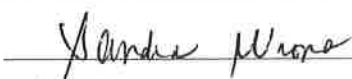
DATE: 7/31/14

---

**Procurement Review (Either Mayor/CPO or Procurement Agent)**

All Documents have been received and reviewed. Procurement is in agreement with the Department's recommendation of award.

SIGNATURE: \_\_\_\_\_



DATE: 8/5/14

Information posted on access database.

CONTRACT NUMBER: Sec P.O. # 1500841

---



# PURCHASE ORDER

Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089

OFFICE COPY

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500841**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352.  
Do not include this tax in your invoice.

**Vendor:** NCS Pearson, Inc.  
13036 Collection Center Drive  
Chicago, IL 60693

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291  
**Attn:** Carey Sheehan

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/31/2014	2854		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	POWERSCHOOL PREMIER LICENSE RENEWAL	0001-00-1450-5-441-00-780-00	\$18,762.50	\$18,762.50

JULY 10, 2014- JULY 9, 2015

**TOTAL OF PURCHASE ORDER \$18,762.50**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

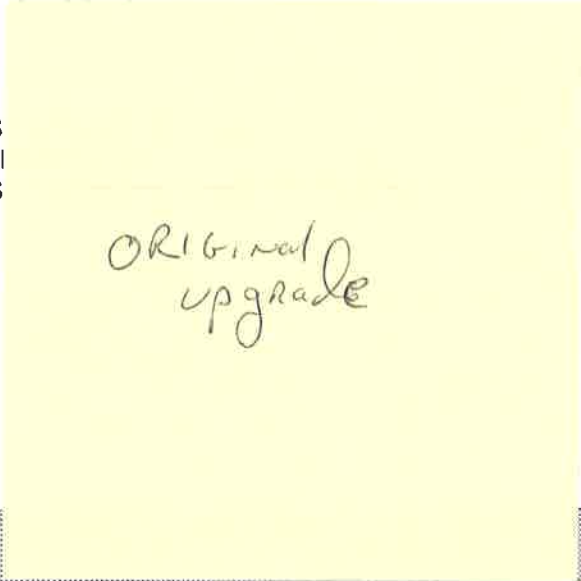


**BILL TO:**

WEST SPRINGFIELD SD  
26 CENTRAL ST  
WEST SPRINGFIELD MA 01089-2753  
US

**SHIP TO:**

WES  
26 CI  
WES  
US



Order Summary		
Pearson Order # 1833994	Order Date 10-JUL-09	Page 1
Customer P.O. Number 952128		
Customer Contract Number		
Payment Terms NET 30		
Freight Terms	FOB	
Sales Representative Francolino, Donald C (Don)		

ITEM		ORDER QTY	U/M	UNIT PRICE	EXTENDED PRICE
Install at: WEST SPRINGFIELD SD 26 CENTRAL ST WEST SPRINGFIELD, MA 01089-2753					
PSPREMSASILIC	SASI to PowerSchool Premier License Migration	1	EA	.00	0.00
PSPREMMIGSUP	PowerSchool Premier Migration Support	1	YR	17,775.00	17,775.00
SASISUPCRDT	SASI SUPPORT CREDIT	2	MO	-1,473.00	-2,946.00
PSADIMPLMNT	POWERSCHOOL PREMIER IMPLEMENTATION SERVICES	1	EA	4,200.00	4,200.00
PSADIMPLMNT	POWERSCHOOL PREMIER IMPLEMENTATION SERVICES	1	EA	4,800.00	4,800.00
Total:					23,829.00

9-52128

001.1450.6.441.00  
00.00.2

OK to pay  
*[Signature]*  
10/14/09

23,829.00

30x

*[Faint handwritten notes]*



# PURCHASE ORDER

OFFICE COPY

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

Purchase Order #  
This order number must appear on all correspondence,  
invoices, packing slips, and shipping papers:

**952128**

The Town of West Springfield is EXEMPT from payment  
of STATE SALES TAX - EXEMPT #046-001-352.  
Do not include this tax in your invoice.

**Bill To:** West Springfield School Department  
26 Central Street  
West Springfield, MA 01089  
Attn: Business Office

**Vendor:** Pearson  
10911 White Rock Road  
Rancho Cardova, CA 95670

**Ship To:** WSPS District  
26 Central Street  
West Springfield, MA 01089

**Attn:** KEVIN MCQUILLAN

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND  
CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

**School Business Office: (413) 263-3291  
School Lunch Program: (413) 263-3292**

**Vendor Phone #**                      **Vendor FAX #**

Date Ordered	Vendor Number	Date Required	Requested By	F.O.B. Destination (unless indicated)	Department/Location
06/30/2009	1012		KEVIN MCQUILLAN		WSPS DISTRICT

Item No.	Part/Cat#	Description	Qty	Cost Ea.	Ext. Price
1	AND SUPPORT	POWER SCHOOL PREMIER MAINT.		.00	26,775.00
2		PER ATTACHED CONTRACT		.00	

Town of West Springfield Use ONLY	
S001-1450-6-441-00-00-00-2	26,775.00
S001-1450-6-441-00-00-00-2	.00

**PURCHASE ORDER TOTAL**  
26,775.00

By   
Chief Financial Officer

By \_\_\_\_\_  
Procurement Agent (if over \$5,000.00)



## Town of West Springfield

### Procurement Checklist

A checklist of items that are needed to document the procurement process. This form **MUST** accompany any and all items to be procured.

Bid Number: \_\_\_\_\_ Bid Award Date: \_\_\_\_\_

Item to be procured: Student Database software upgrade

Quantity Required: See attached Estimated Cost: \$26,775.00

Department: SCHOOL Contact Person & Phone: Carey Sheehan 413-263-3291

#### General Law that applies to this purchase:

- Chapter 30B (Supplies and Services)
- Chapter 149 (Building Construction)
- Chapter 30 (Non-Building Public Works)
- Chapter 7 (Public Building Projects Design Services)

#### Procedure being used to procure this item:

- Sound business practice (attach explanation)
- Written quotes (attach quotes)
- Comm-PASS (State Contract Purchase) CONTRACT #: \_\_\_\_\_ (attach relevant pages)
- Sealed Bids (Invitation to Bid - IFB)
- Sealed proposals (Request for Proposal - RFP)
- Statements of Qualifications
- Item is exempt from Purchasing Laws - MUST CITE SECTION & REASON  
Section: 7a Reason: Sole Source procurement

#### Advertising (include copies of all advertisements)

Not Applicable

- Springfield Republican: Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Central Register OR Goods and Services Bulletin (*circle one*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Record (*OPTIONAL*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Minority Publication (*OPTIONAL*) LIST: \_\_\_\_\_ Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Website or Bulletin Board (*circle one*) Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_

#### Bid Documents (Specifications) (include complete bid document, drawings, specifications, project manual, etc.)

- Copy of Bid Documents

---

**Additional Information:**

Is this purchase considered to be a sole source?  YES  NO

If YES: State Why: Pearson is the only vendor authorized to upgrade our existing student software

Is a brand name being identified as the standard?  YES  NO

If YES: Identify Brand: \_\_\_\_\_ State Why: \_\_\_\_\_

Are there any specific requirements for this purchase?  YES  NO

If YES: State Specific Requirements: \_\_\_\_\_

---

**Bids, Proposals, or Quotes Received** *(include copies of all)*

Formal Opening:

Date: \_\_\_\_\_ and Time: \_\_\_\_\_

Location: \_\_\_\_\_

Attendees *(please list or include sign-in sheet)*: \_\_\_\_\_

Please list **THREE (3)** lowest prices received:

	Vendor	Price
1.	_____	_____
2.	_____	_____
3.	_____	_____

**Recommendation of Award:**

VENDOR: NCS Pearson Inc.

PRICE: 26,775.00

TERM of CONTRACT: \_\_\_\_\_

TOTAL CONTRACT: \$26,775.00

REASON(S): \_\_\_\_\_

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_



DATE: 6/30/2009

---

**Procurement Review (Either Mayor/CPO or Procurement Agent)**

All Documents have been received and reviewed. Procurement is in agreement with the Department's recommendation of award.

SIGNATURE: \_\_\_\_\_

DATE: 9/17/09

Information posted on access database.

CONTRACT NUMBER: 10-300-001

---

**West Springfield Public Schools  
INCIDENTAL REQUISITION**

This Box for Central Office Use Only  
Batch# \_\_\_\_\_ Req# \_\_\_\_\_

DATE: June 30, 2009  
 ORDER FROM: PEARSON  
10911 WHITE ROCK ROAD  
RANCHO CARDOVA, CA 95670

*completely  
new vendor  
#1012*

DELIVERY TO: WSPS DISTRICT  
 ATTN: KEVIN MCQUILLAN  
26 CENTRAL STREET  
WEST SPFLD, MA 01089

Complete VENDOR Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1		POWER SCHOOL PREMIER MAINTANENCE AND SUPPORT PACKAGE (including implementation services for software upgrade)  PER ATTACHED CONTRACT	26,775.00	26,775.00
To Be Approved In the Following Order:			SubTotal	26,775.00
Dept. Chair				
Supervisor / Director				
Principal				0.00
Business Manager			TOTAL	26,775.00
Budget Account #	S001-1450-6-441-00-00-00-2			
Use the full 18 digit number	DW SASI SUPPORT			

*Chad*

*Kevin McQuillan* 6/30/09

9-32128



# WEST SPRINGFIELD PUBLIC SCHOOLS

26 Central Street, Suite 33  
West Springfield, Massachusetts 01089-2777  
Fax 413-739-8748

Suzanne Marotta, Ed.D.  
Superintendent of Schools  
413-263-3300



Kevin McQuillan  
Acting Assistant Superintendent/  
Business & Personnel  
413-263-3298

June 19, 2009

Sandra Wrona  
Deputy Accountant and Procurement Agent  
Town of West Springfield  
26 Central Street  
West Springfield  
MA 01089

RE: NCS Pearson -- SASIxp and PowerSchool

Dear Ms. Wrona:

This letter is to confirm that NCS Pearson Inc. is the current provider of software support for our student information systems software program, SASIxp, and for its successor program PowerSchool.

Since NCS Pearson has provided the license upgrade for us to transition from SASIxp to PowerSchool they are considered the sole source vendor for the maintenance, implementation, conversion and training on the PowerSchool product as they were on its predecessor, SASIxp.

The software support (maintenance agreement) is being purchased for the period beginning June 21, 2009. The implementation and conversion procedures will also commence on that date. The training services will commence at a later date.

If you have any questions regarding this letter please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin McQuillan", is written over a horizontal line.

Kevin McQuillan  
Acting Assistant

**PEARSON**

**Robert A. Mignanelli**  
Assistant General Counsel

**NCS Pearson, Inc.**  
3075 W Ray Road, Suite 200  
Mallstop 315  
Chandler, AZ 85226  
Tel: 800-736-4357  
Fax: 480-457-7610

July 9, 2009

Mr. Carey Sheehan  
Business Manager  
West Springfield Public School District  
26 Central Street  
West Springfield, MA 01089

Re: PowerSchool

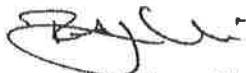
Dear Mr. Sheehan:

The purpose of this letter is to inform you that NCS Pearson, Inc. ("Pearson") is the sole source for PowerSchool software and the accompanying support, including fixes and enhancements to the software. In addition, Pearson is the only entity authorized to utilize the PowerSchool or SASI software in the performance of professional services associated with migrating your school or school district from SASI to PowerSchool.

The PowerSchool software, and support as described above, for use by your school, district, or other organization, is available only from Pearson.

If you have any questions or concerns, please feel free to contact me at 480-457-7770.

Sincerely,



Robert A Mignanelli  
Assistant General Counsel

State of Arizona)

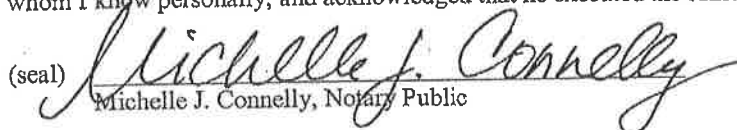
County of Maricopa)



On this 9<sup>th</sup> day of July, 2009 before me personally appeared Robert A. Mignanelli,

whom I know personally, and acknowledged that he executed the same.

(seal)



Michelle J. Connelly, Notary Public



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/04/2009PRODUCER  
Marsh USA, Inc.  
1166 Avenue of the Americas  
New York, NY 10036

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

101712--GAWU-09-10      GAWC NCSPE

## INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
NCS Pearson Inc.  
5601 Green Valley Drive  
Bloomington, MN 55437

INSURER A: Federal Insurance Company

20281

INSURER B: Arch Insurance Company

11150

INSURER C:

INSURER D:

INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	74988130	05/31/2009	05/31/2010	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
B	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYSICAL DAMAGE	11CAB4942501 (AOS) 11CAB4942601 (MA)  'SELF INSURED'	05/31/2009 05/31/2009	05/31/2010 05/31/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	11WC14942701	05/31/2009	05/31/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	11WC14942801	05/31/2009	05/31/2010	E.L. EACH ACCIDENT	\$ 1,000,000
B			11WC14942901	05/31/2009	05/31/2010	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
B		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	11WC14943001	05/31/2009	05/31/2010	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Evidence of Insurance.

## CERTIFICATE HOLDER

NYC-003595698-28

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
Simon White*S. White*

**TOWN OF WEST SPRINGFIELD**  
**CONTRACT & GENERAL CONDITIONS**

**Date: June 30, 2009**

This Contract is entered into on, or as of, this date by and between the Town of West  
Springfield (the "Town"), and ~~Pearson~~ *NCS Pearson, Inc.* ("Contractor")

10911 White Rock Road  
Rancho Cordova, CA 95670

Telephone 1-877-873-1550

1. This is a Contract for the procurement of the following:

Upgrade to Powerschool per the attached quote (attachment "A"). This contract is for year one maintenance and support along with implementation services for the upgrade

2. The Contract price to be paid to the Contractor by the Town of West Springfield is:

\$26,775 - This amount is broken down as \$17,775 for year one maintenance and support of the software and \$9,000 for implementation services as detailed on attachment "A".

3. Payment will be made as follows:

Maintenance and Support will be paid upon invoicing after contract has been executed (this maintenance & support covers the existing software currently in use and the new software upon conversion). Implementation services will be paid upon receipt of invoice and signature of the West Springfield Asst. Supt. of Schools authorizing that product upgrade has been successfully installed.

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in Project Manual, Drawings, and all Addenda issued during the bidding period and addendum A Attached hereto. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor" shall be understood to refer to any other such label used.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor on or before 12/31/09 unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its

performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right to select among the remedies available to it by all of the above.

Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

**General Laws Chapter 30B: Procurement of Goods and Services.**

**General Laws Chapter 30 39, et seq: Public Works Contracts.**

**General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.**

9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.

9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him

or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

13. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

14. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition

thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

15. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

16. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

17. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

18. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

19. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "**Supplements**" **must be** "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

(X) Goods Supplement "G" Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

(X) Services Supplement "S" Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

( ) Construction Supplement "C" Applicable to Contracts for the construction of:



- (1) Public Buildings and Public Works (governed by the provision of General Laws Chapter 30B);
- (2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and
- (3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

### SUPPLEMENT "G"

This form supplements the West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of goods.

See attachment "A" (1 page attachment) for itemized list of goods/materials to be installed.

"Goods" shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.

Change order may not increase the quantity of goods by more than twenty-five (25%) percent, in compliance with General Laws Chapter 30B, Section 13.

This contract for purchase includes the following delivery, installation or set up requirements:

### SUPPLEMENT "S"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of services.
2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.
3. Change Orders:  
  
Change orders may not increase the quantity of services by more than then (10.0%) percent, in compliance with General Laws Chapter 30B, Sec. 13.
4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of

the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.


5. Indemnification:

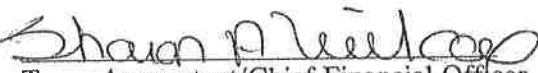
The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.


- 5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to non execution of the work or at any time due to defective work or materials.
- 5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.

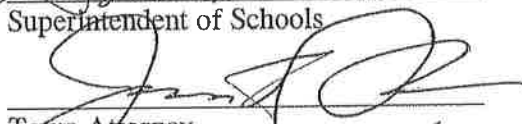
- 5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.
- 5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

Dated: June 30, 2009

By:   
The Town of West Springfield  
Chief Procurement Officer/Mayor

By:   
Town Accountant/Chief Financial Officer  
Certified as to Appropriation

By:   
Superintendent of Schools

By:   
Town Attorney

NCS Pearson, Inc.

The Contractor by:   
Doug Evans  
Director Finance

POWERSCHOOL SASI CUSTOMER FIRST PROGRAM COST PROPOSAL

1/15/09

**PEARSON**

Prepared By: Don Francollno

District/School Name: West Springfield

State:	MA	Product:	Premier
SASI Enrollment:	3,950	# Schools:	8
Non-SASI Enrollment:		St. Rpts.:	Included
Initial Product Training (IPT) - #Sys Admins:	2	Legacy SIS:	SASI
IPT - #Admins (e.g. secretary, counselor):	24	SASI M&S:	
IPT - #Teachers to be trained by PS:	24	Imp. Option:	Standard
PowerSchool Implementation Timeframe:			

Description	Part #	Quantity	Cost Per	Total
<b>LICENSE FEES</b>				
PowerSchool Premier License Fee - Per Student	PSPREMLICENSE	3,950	\$ 18.00	\$ 71,100.00
One Time Pearson SASI Customer First Discount			100.00%	\$ (71,100.00)
PowerSchool SIF Agent			Included	
Edustructures SIFWorks Enterprise ZIS	License		Included	
Sub-Total License Fees				\$ -
<b>MAINTENANCE AND SUPPORT</b>				
Annual PowerSchool Premier Maintenance & Support - 1st Year	PSPREMAINT	3,950	\$ 4.50	\$ 17,775.00
Annual Edustructures SIFWorks Enterprise ZIS Maint. & Support			Included	\$ -
PowerSchool Premier Hosting Services - Per Student (Annual Fee)	PSHOSTPREMLIC		\$ 2.00	\$ -
Additional Support Contact - Per Person (Annual Fee)	PSADDSUPPCONT		\$ 1,000.00	\$ -
Sub-Total Year 1 Maintenance and Support Fees				\$ 17,775.00
<b>IMPLEMENTATION SERVICES</b>				
SASI Customer First Program - Basic Setup	PSADIMPLMNT	1	\$ 4,200.00	\$ 4,200.00
SASI Customer First Program - Individual School Implementation	PSADIMPLMNT	8	\$ 600.00	\$ 4,800.00
SIFWorks Enterprise ZIS 2.0 Implementation	PSAGNTIMPL		\$ 3,600.00	\$ -
PowerSchool SIF Agent Implementation	SIFWRKSIIMPL		\$ 3,600.00	\$ -
Additional Implementation Services (Off-Site)	PSADIMPLMNT		\$ 1,200.00	\$ -
Data Services - Per School using ETL Toolset (Off-Site)	PSADDATA		\$ 1,200.00	\$ -
Customization Services - Per Hour (Off-Site)	PSADCUSTOM		\$ 187.50	\$ -
Sub-Total Implementation Services				\$ 9,000.00
<b>TRAINING SERVICES</b>				
Exclusive Training Per Day - On-Site (Max. 15 Participants)	PSADCIPTNG	6	\$ 1,200.00	\$ 7,200.00
Exclusive Training Consultation - Per Day - On-Site	PSADADVTRNGON	5	\$ 1,500.00	\$ 7,500.00
Non-Exclusive Training - Per Person/Per Day (Regional Site)	PSADADVTRNG	28	\$ 400.00	\$ 11,200.00
On-Line Advanced Training - Per Person (Non-Exclusive)	PSADADVTRNGON		\$ 300.00	\$ -
Distance Learning Courses - On-Line Training (Minimum 15 Sessions)	PPDPSDISTLRNG		\$ 25.00	\$ -
Mastery In Minutes Subscription - Annual Fee	PSMSTMINSUB		\$ 1,000.00	\$ -
Level I PowerSchool Certification - Initial Product Training (Per Person)	PSADCERTTRNG		\$ 2,000.00	\$ -
Level II PowerSchool Certification - Advanced Certification (Per Person)	PSADCERTTRNG		\$ 4,000.00	\$ -
PowerScheduler Certification - Level I Certification Required (Per Person)	PSADCERTTRNG		\$ 4,000.00	\$ -
PowerSchool University	PSSVCPSU		\$ 2,000.00	\$ -
Sub-Total Training Services				\$ 25,900.00
<b>TOTAL COST - ALL FEES AND SERVICES</b>				<b>\$ 52,675.00</b>
<b>ESTIMATED ON-GOING COSTS</b>				
Annual PowerSchool Premier Maint. & Support - Estimated	PSPREMAINT	3,950	\$ 4.50	\$ 17,775.00

Annual PowerSchool Maint. & Support is invoiced at then current rates & enrollment per terms of the Licensed Product Agreement.

This proposal, including pricing, is valid until ~~January 30, 2009~~ <sup>July 31,</sup> 2009. Any applicable state sales tax has not been added to this quote. (C)  
 Travel related expenses associated with On-Site Services are NOT included in the listed price unless indicated and will be billed at actual cost.  
 All invoices shall be paid within thirty (30) days of the date of invoice.

Please attach a copy of this Cost Proposal to the District/School Purchase Order - FAX 916-288-1588

(2)

**Excent Corporation**  
 60 King Street  
 Roswell, GA 30075



**Invoice**

Date	Invoice #
5/19/2014	13120

<b>Bill To</b>
West Springfield Public Schools 26 Central Street West Springfield, MA 01089

			P.O. Number	Due Date
				7/1/2014
Quantity	Item Code	Description	Price Each	Amount
1,022	Deferred O...	SEMS Tracker Web-Based IEP/Data System	15.00	15,330.00
181	Deferred O...	SEMS tracker Web-Based 504 Management System	10.00	1,810.00
Coverage Period: 07-01-14 to 06-30-15				
<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 5px;"> <p><b>PAID</b>            AUG 01 2014            By _____</p> </div> <div style="text-align: center;"> <p>1500238              0001.00 2110 2.504.00 000.00              17,140.00              30X</p> </div> <div style="border: 1px solid black; padding: 5px; transform: rotate(-5deg);"> <p><b>RECEIVED</b>              MAY 28 2014              Special Services              W. Spfld. Public Schools</p> </div> <div style="border: 1px solid black; padding: 5px; opacity: 0.5;"> <p>MAY 28 2014</p> </div> </div>				
Billing Questions? Contact Stacy Harris 678-735-4215			<b>Total</b>	\$17,140.00

*Stacy Harris*  
 7/18/14

*to BOB*  
 7-18-14



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500238**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Eutactics, Inc.  
Excent Corp  
60 King Street  
Roswell, GA 30075

**Ship To:** Special Services  
West Springfield School Department  
26 Central Street, 4th Flr  
West Springfield, MA 01089  
(413)263-3275  
**Attn:** Francine Bigda

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/14/2014	48		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1022.00	SEMS TRACKER WEB-BASED IEP DATA SYSTEM	0001-00-2110-2-504-00-000-00	\$15.00	\$15,330.00
2	181.00	SEMS TRACKER WEB-BASED 504 MGMT SYSTEM	0001-00-2110-2-504-00-000-00	\$10.00	\$1,810.00

JULY 2014-JUNE 2015

**TOTAL OF PURCHASE ORDER \$17,140.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)



## TERMS OF USE

### PLEASE REVIEW BEFORE USING THIS SITE

Eutactics, Inc. ("Eutactics") provides the [www.SEMSNet.com](http://www.SEMSNet.com) Web site (the "Site") as a service to its customers and their authorized end users. By using the Site, you agree to be bound by these Terms of Use. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE THE SITE. Eutactics may change these Terms of Use from time to time, at Eutactics' sole discretion. Your continued use of the Site following the posting of such changes will constitute your assent to all such changes. Please periodically visit this section of the Site to review the current version of these Terms of Use.

#### 1. USE OF INFORMATION AND SOFTWARE AVAILABLE ON THE SITE

All information or materials contained on the Site (including but not limited to all graphics, images, video clips, audio and other types of content) ("Site Information") is the property of Eutactics and/or its suppliers or licensors. The Site Information is protected by copyright and other laws and may not be copied unless specifically permitted herein.

Unless otherwise noted in a particular document, Eutactics hereby authorizes you to electronically copy or print in hard copy any document published by Eutactics on the Site solely for your internal reference purposes within your organization or for your own personal use. In consideration of and as a condition to this authorization, you agree that all such copies shall retain all copyright and other proprietary notices contained therein. Any other use of information provided by Eutactics without prior written approval from Eutactics or the appropriate supplier or licensor is strictly prohibited.

Except as expressly set forth herein, nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, copyright or trademark of Eutactics, its suppliers or licensors, or any other third party.

Any software available to download or access from the Site is the copyrighted work of Eutactics and/or its suppliers or licensors. Use of such software is governed by the terms of any end user license agreement that accompanies or is included with the software ("Software License Agreement"). Copying the software to any other location for further reproduction or redistribution is expressly prohibited, unless otherwise permitted by the terms of the Software License Agreement.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE SITE, YOU MAY NOT DISTRIBUTE, EXCHANGE, MODIFY, SELL OR TRANSMIT ANYTHING YOU COPY FROM THE SITE. UNAUTHORIZED USE OF THE MATERIALS OR INFORMATION CONTAINED HEREIN MAY CONSTITUTE A VIOLATION OF APPLICABLE CRIMINAL OR CIVIL LAWS, INCLUDING BUT NOT LIMITED TO COPYRIGHT, TRADEMARK, OR PRIVACY LAWS.

#### 2. LINKS TO THIRD PARTY SITES

Any links to third party sites are provided solely for your convenience. Such sites are not under the control of Eutactics, and Eutactics is not responsible for their content, any changes or updates to them, or the collection of any personal data or information by the operators of such sites.

#### 3. USER FEEDBACK

If you transmit to or otherwise provide to Eutactics any feedback (such as questions, comments, suggestions, or the like) or data or materials ("User Feedback"), such User Feedback shall be deemed to be non-confidential and non-proprietary. Eutactics shall have no obligation of any kind with respect to such User Feedback and shall be free to reproduce, use, disclose, modify, display and distribute the User Feedback to others without limitation. By transmitting such User Feedback to Eutactics, you are deemed to grant to Eutactics a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license (with rights to sublicense) to use any ideas, concepts, know-how or techniques contained in such User Feedback for any purpose whatsoever, including but not limited to developing, manufacturing

and marketing products incorporating such User Feedback.

#### 4. USER CONDUCT

You are prohibited from posting or transmitting to the Site any unsolicited chain letters or "spam," or any threatening, harassing, libelous, false, defamatory, offensive, obscene, or pornographic material, or other material that would violate any applicable law or regulation, including but not limited to any federal or state laws or regulations governing equal employment opportunities. However, if such communications do occur, Eutactics will have no liability related to the content of any such communications. You may not post or transmit to the Site any advertising, surveys, promotional materials, contests, or any other commercial or non-commercial solicitations. You are also prohibited from impersonating any individual. Member accounts must be opened using real names and other requested information.

#### 5. PASSWORDS

Eutactics shall issue to you, or shall authorize your school administrator to issue, a password for each user authorized to use this Site. Each user is responsible for maintaining the confidentiality of his or her password and for ensuring that his or her password is used only by the authorized user. Each user is entirely responsible for any and all activities that occur under his or her password. You agree to immediately notify Eutactics of any unauthorized use of your password or any other breach of security known to you. Eutactics shall have no liability for any loss or damage arising from your failure to comply with these requirements. Eutactics will maintain any passwords it issues as confidential and will not disclose them to third parties.

#### 6. SECURITY

Eutactics will maintain the Site at a reputable third party Internet service provider and hosting facility, where it is subject to commercially reasonable security precautions to prevent unauthorized access to the Site. You acknowledge that, notwithstanding such security precautions, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the Site and Data (defined below). ACCORDINGLY, EUTACTICS CANNOT AND DOES NOT GUARANTY THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

#### 7. DATA

As used herein, "Data" shall mean all information, material and data that you enter into the Site, have entered on your behalf, or which your school permits you to access through the Site. You are solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data, and Eutactics assumes no responsibility for any of the foregoing. Eutactics reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Data that you may store, post or transmit on or through the Site. You shall be responsible for maintaining an archive or back-up copy of all Data. Eutactics shall have no liability for any loss, deletion, destruction or infringement of Data or any failure of the Site to store any Data, whether caused by Eutactics or any third party service provider.

#### 8. PRIVACY POLICY

Except as permitted in this Agreement, Eutactics will not edit, delete or disclose any Data unless authorized by you or unless Eutactics is required to do so by law or in the good faith belief that such action is necessary to conform with applicable laws or comply with legal process served on Eutactics. Eutactics may access Data to respond to service or technical problems with the Site or to respond to your requests for support. Your submission of Data to the Site and your use of, access to and disclosure of Data is subject to your school's privacy and confidentiality policies regarding such Data. You agree that your use of the Site and any Data contained therein will be in compliance with such policies at all times. You further agree that your use of the Site and any Data contained therein will comply with any and all applicable laws, rules and regulations governing the collection, use, disclosure and dissemination of personally identifiable or other protected information.

#### 9. VIOLATION OF TERMS OF USE

You acknowledge that Eutactics has the right, in its sole discretion, to terminate your access to the Site, without liability to you or any third party, if you violate any of these Terms of Use, violate the rights of Eutactics, interfere with any other user's access to or use of the Site, or if Eutactics decides that your use is otherwise detrimental to Eutactics, the Site, or Eutactics' suppliers or licensors. If you believe that someone has violated these Terms of Use, you may contact Eutactics at [annjo@eutactics.com](mailto:annjo@eutactics.com). Eutactics may decide, in its discretion, to investigate the report and decide, in its sole discretion, to take any action relating to that report. Eutactics does not have any obligation or liability to you for the performance or nonperformance of those activities.

#### 10. DISCLAIMERS

THE SITE IS PROVIDED BY EUTACTICS "AS IS" AND WITH ALL FAULTS. EUTACTICS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE



SITE, ITS CONTENTS, ITS OPERATION, OR ANY PRIVACY POLICY. TO THE FULLEST EXTENT PERMITTED BY LAW, EUTACTICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EUTACTICS SPECIFICALLY STATES THAT THE USE OF THE SITE IS AT YOUR OWN RISK. EUTACTICS DISCLAIMS ANY WARRANTY WITH REGARD TO THE OPERATION OF THE SITE, THE ACCURACY OR TIMELINESS OF THE SITE, OR ITS CONTENTS OR THE INFORMATION OR MATERIALS CONTAINED THEREIN, ANY WARRANTY THAT THE SITE OR ITS CONTENTS OR THE INFORMATION OR MATERIALS CONTAINED THEREIN WILL BE FREE OF ERRORS, VIRUSES OR OTHER COMPONENTS THAT MAY INFECT, HARM, OR CAUSE DAMAGE TO YOUR COMPUTER EQUIPMENT, DATA OR ANY OTHER PROPERTY, OR ANY WARRANTY THAT YOUR USE OF THE SITE OR ITS CONTENT OR THE INFORMATION AND MATERIALS CONTAINED HEREIN WILL BE UNINTERRUPTED.

#### **11. EXCLUSION OF DAMAGES AND LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL EUTACTICS OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR LOSS OF USE DAMAGES OR LOST PROFITS) ARISING OUT OF OR CONNECTED WITH THE SITE EVEN IF EUTACTICS, ITS SUPPLIERS, OR LICENSORS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF ANY DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE RESPECTIVE LIABILITY OF EUTACTICS, ITS SUPPLIERS AND LICENSORS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **12. INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend Eutactics and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or cost (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to (i) your use of the Site, (ii) the placement, posting or transmission of any messages, information, software, content or other materials on or through the Site by you, (iii) any breach or violation of these Terms of Use by you, and (iv) any claim that your use of, access to or disclosure of any Data contained in the Site violates any applicable privacy policy, law, rule or regulation with respect to personally identifiable or other protected information. You agree to fully cooperate as reasonably required by an Indemnified Party(ies). Each Indemnified Party may, at its own expense, assume the exclusive defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter without the consent of the applicable Indemnified Party.

#### **13. GENERAL**

These Terms of Use are governed by the laws of the Commonwealth of Massachusetts, without regard to the rules of conflict that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts of the Commonwealth of Massachusetts in the event of any dispute of any kind arising from or relating to the Site or your use of it. The failure of Eutactics to enforce any provision or right of these Terms of Use will not constitute a waiver of such provision or right. These Terms of Use and any Software License Agreement referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms of Use to be unenforceable, the remainder of these Terms of Use will continue in full force and effect.

**Copyright 2003 Eutactics, Inc., 21 Salt Island Road, Gloucester MA 01930. All rights reserved.**

**Last Updated June 17, 2003**

---

**Agreement signed by Russell Johnston on 6/24/2008 9:50:57 AM**



## SOFTWARE LICENSE AGREEMENT (Web Version)

EUTACTICS, INC. ("LICENSOR") IS WILLING TO LICENSE THIS SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT THE TERMS CONTAINED IN THIS LICENSE. BY CLICKING ON THE "YES" BUTTON, YOU ARE CONSENTING TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, THEN LICENSOR IS UNWILLING TO LICENSE THE SOFTWARE TO YOU, IN WHICH EVENT YOU SHOULD CLICK THE "NO" BUTTON AND YOU WILL NOT BE PERMITTED TO ACCESS THE SOFTWARE.

1. License. In this software license agreement ("License Agreement" or "Agreement"), you, the acquirer of the license rights granted by this Agreement, are referred to as "Licensee" or "You." In accordance with and subject to the terms and conditions of this License Agreement, **Eutactics, Inc.** ("Licensor") grants Licensee a personal, non-transferable, non-exclusive license to use the object code version of the software (the "Software") and the on-line documentation (the "Documentation"). In this License Agreement, the Software and Documentation and any copies or modifications are referred to as the "Licensed Product." All rights and title in and to the Licensed Product, including without limitation, copyrights and trade secret rights, belong to Licensor and Licensor holds title to each copy of the Licensed Product, and any portion thereof.

2. License Restrictions. Any use of the Licensed Product not permitted by this License Agreement is expressly prohibited. The Licensed Product shall only be used as permitted by this License Agreement. Without limiting the foregoing restriction, You may not rent, sublicense or otherwise transfer or distribute the Licensed Product to others or provide access to others on a service bureau basis or otherwise. You may not copy or modify the Licensed Product. You may not reverse compile, disassemble, alter, add to, delete from, or otherwise modify the Licensed Product. You may not publish or transfer the Licensed Product, or any copy thereof, in whole or in part, except as expressly provided for in this Agreement. You may not assign, sublicense, encumber, rent, lease, loan, resell for profit, use the Software in a time sharing or service bureau arrangement, or otherwise attempt to transfer the Software or any portion thereof. The Software is not designed or licensed for use in hazardous environments, or where personal injury or bodily harm may result from Software use. You may not use the Software, or any element of the Software, to create derivative works or other works that are similar to the Software. You may not remove any copyright, trademark, patent or other proprietary notices from the Software or any portion thereof. You may not use the Software in conjunction with any device or service designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

3. Hosting of Data. If you have purchased hosting services, Eutactics will host your data in conjunction with the provision of the Software. As between Eutactics and You, You shall own all data, information or material that you enter into the Software ("Customer Data"). Except as permitted in this Agreement, Eutactics will not edit, delete or disclose the contents of Customer Data unless authorized by You or unless Eutactics is required to do so by law or in the good faith belief that such action is necessary to protect and defend the rights or property of Eutactics. Eutactics reserves the right to establish a maximum amount of memory or other computer storage and a maximum amount of Customer Data that You may store through the Software. You shall be responsible for maintaining an archive or back-up copy of all Customer Data, and Eutactics shall

have no liability for any loss of Customer Data, whether caused by Eutactics or any third party service provider.

4. Terms of Use/Privacy Policy. You agree that you shall only use the Software and Documentation in a manner that complies with the Web Site Terms of Use and the Privacy Policy located at [www.SEMSNet.com](http://www.SEMSNet.com), and all applicable laws in the jurisdiction in which you use the Software and Documentation, including but not limited to, applicable restrictions concerning copyright and other intellectual property rights. This Software is intended for use only with properly licensed media and content. It is your responsibility to ascertain whether any copyright, patent, or licenses are necessary and to obtain any such licenses to duplicate, modify, transmit, distribute, and/or create or compress such media or content. You agree to indemnify, defend, and hold harmless Licensor and its affiliates, licensors, suppliers, officers, directors, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable court costs and attorneys' fees), fines, or claims arising from or relating to any claim (i) connected with your use of the Software; or (ii) that the Software and Documentation was used by you in connection with the duplication, modification, transmission or distribution of or any other action relating to any content or materials in violation of another party's rights or in violation of any law.

5. Export Restrictions. You may not export or re-export the Software, or any copy thereof, in violation of any applicable laws or regulations.

6. Limited Warranty and Remedies. THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR AND/OR ITS LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE OR DOCUMENTATION, THEIR TITLE OR NON-INFRINGEMENT OF THIRD PARTY'S RIGHTS, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, QUALITY AND PERFORMANCE OF THE SOFTWARE OR DOCUMENTATION IS WITH YOU.

Some jurisdictions do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to You.

7. Limitation of Liability. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS) RESULTING FROM EITHER THE SOFTWARE OR DOCUMENTATION OR BOTH, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM A PARTY'S GROSS NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

LICENSOR'S OR ITS LICENSORS' LIABILITY TO YOU OR ANY RELATED THIRD PARTY FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO \$500.00.

Some jurisdictions do not allow the exclusion or limitation of incidental, consequential, special, punitive or indirect damages, or the limitation of liability to specified amounts, so the above limitation or exclusion may not apply to you.

8. Term and Termination. This Agreement is effective until terminated. You may terminate the Agreement at any time by discontinuing your use of the Software. This Agreement shall terminate automatically and your access to the Service will be suspended if you fail to comply with any term or condition contained herein, as applicable, or in the applicable terms and conditions located at [www.SEMSNet.com](http://www.SEMSNet.com). All provisions of this License Agreement relating to disclaimers of warranties, limitation of liability, remedies or damages, and Licensor's proprietary rights, shall survive any termination.

9. **Dispute Resolution.** Any claim, controversy or dispute arising out of or relating to this Agreement shall be settled by final and binding arbitration to be conducted by an arbitration tribunal in Boston, MA, U.S.A., in English, in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA") and pursuant to this section. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Licensor, one to be appointed by you and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator within the time specified in the AAA commercial arbitration rules, by the AAA; provided, however, that all arbitrators appointed pursuant to this Section 8 shall be both: (i) a licensed attorney or former judge; and (ii) knowledgeable about, and experienced in, the software and/or Internet industry. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be final, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Paragraph to the contrary, LICENSOR reserves the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce Licensor's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

10. **Miscellaneous.**

(a) This Agreement sets forth the entire agreement and understanding between the parties and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to the subject matter hereof other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by a proper and duly authorized representative of the party to be bound thereby. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of any breach of any term contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of any breach of any such term or any other term set forth in this Agreement. If any provision of this Agreement is inoperative or unenforceable for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions contained in this Agreement invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any portion of this Agreement shall not affect the remaining portions of this Agreement.

(b) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, United States of America, without regard to that state's conflicts of laws rules. In any dispute arising out of this Agreement, the parties each consent to the exclusive personal jurisdiction and venue in the State and Federal courts within the Commonwealth of Massachusetts, United States of America.

(c) If Licensee is an agency of the U.S. Government, the following will apply: The Software has been developed entirely at private expense, is regularly used for non-governmental purposes and has been licensed to the public. The Software is a "commercial item" as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation" as those terms are used in 48 C.F.R. 12.212 (Sept. 1995) or as "commercial computer software" as that term is defined in 48 C.F.R. 252.227-7014 (June 1995) or any equivalent agency regulation or contract clause, whichever is applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government agencies acquire only those rights to the Software as are expressly set forth herein.

(d) Any questions regarding this Agreement or other notice or other communication to Licensor shall be sent to Eutactics, Inc., 21 Salt Island Road, Gloucester, MA 01930.

BY CLICKING ON "YES" BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

Agreement signed by Russell Johnston on 6/24/2008 9:50:57 AM



# INVOICE

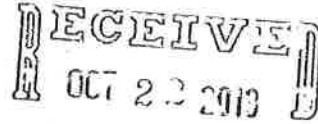
Discovery Education, Inc.  
 One Discovery Place  
 Silver Spring, MD 20910-3354  
 Billing: 240-662-3633 / Order Inquiries: 888-892-3484

Invoice Date : 09/24/13  
 Invoice Number : 90092082  
 Customer Number : 40018799  
 Terms : Net 30  
 Due Date : 10/24/2013  
 Purchase Order : 140779  
 Discovery Tax ID : 362298050

1401779

## BILL TO:

WEST SPRINGFIELD SCH DISTRICT  
 ATTN: CAREY SHEEHAN  
 26 CENTRAL ST SITE 33  
 WEST SPRINGFIELD MA 01089-2753



BY: .....

Reference: O6UJ9C001MA8

Item Description	Qty	UoM	Duration	Curr	Price
10 MA DE Science Gr 3-5:Cr A 9781617088193	544	Student	08/12/13-08/11/14	USD	7,072.00
20 MA DE Science Gr 3-5:Cr B 9781617088209	544	Student	08/12/13-08/11/14	USD	0.00
30 MA DE Science Gr 3-5:Cr C 9781617088216	544	Student	08/12/13-08/11/14	USD	0.00
40 MA Companion DVD ES	20	each	08/12/13-08/11/14	USD	0.00
50 MA Teacher Guide ES	20	each	08/12/13-08/11/14	USD	0.00
60 MA Online Professional Development	1	each	08/12/13-08/11/14	USD	0.00
70 MA Onsite Professional Development	2	each	08/12/13-08/11/14	USD	0.00
Institution: 40050506 JOHN FAUSEY ELEMENTARY SCHOOL 40050507 MEMORIAL ELEMENTARY SCHOOL 40050508 MITTINEAGUE ELEMENTARY SCHOOL 40050509 TATHAM ELEMENTARY SCHOOL 40050512 PHILLIP COBURN SCHOOL					1401779 6001.00 2451 1.508.00.000.30 7072.00 30x
				Sales Total	USD 7,072.00
				Sales Tax	USD 0.00
				Shipping	USD 0.00
				<b>TOTAL</b>	<b>USD 7,072.00</b>



RETURN THIS PORTION WITH PAYMENT

WEST SPRINGFIELD SCH DISTRICT  
 ATTN: CAREY SHEEHAN  
 CENTRAL ST SITE 33  
 WEST SPRINGFIELD MA 01089-2753

CUSTOMER NUMBER : 40018799  
 INVOICE NUMBER : 90092082  
 INVOICE DATE : 09/24/13  
 TOTAL USD : 7,072.00

MIT PAYMENT TO : Discovery Education, P.O. Box 791363, Baltimore MD 21279-1363



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

OFFICE COPY

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1401779**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291  
**Attn:** DR RUSSELL JOHNSTON

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
09/09/2013	691		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1.00	DISCOVERY TECHBOOK	0001-00-2451-1-508-00-000-30	\$7,072.00	\$7,072.00

PER ATTACHED TEXTBOOK PURCHASE AGREEMENT DATED 7/22/13

<b>TOTAL OF PURCHASE ORDER</b>	<b>\$7,072.00</b>
--------------------------------	-------------------

**Town of West Springfield Use ONLY**

By   
Chief Financial Officer

By \_\_\_\_\_  
Procurement Agent (if over \$10,000.00)



**Techbook Purchase Agreement ("Agreement")  
 made 07/22/2013 between Discovery Education, Inc. ("Discovery") and  
 WEST SPRINGFIELD SCH DISTRICT, MA ("Customer")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Science Techbook ("Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Techbook as set forth in the Terms of Use located at <http://www.discoveryeducation.com/aboutus/terms-of-use/science.cfm>, as Discovery may revise such Terms of Use from time to time (the "Techbook Terms of Use").
2. The "Term" shall be 08/12/2013 through and including 08/11/2014.
3. The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Science Techbook**

Quantity	Description	Price Per Techbook	No. of Students	Total
<b>Discovery Education Elementary School Science Techbook</b>				
5	MA Discovery Education Science Techbook - Grade 3-5 Course A	\$13.00	544	\$7,072.00
5	MA Discovery Education Science Techbook - Grade 3-5 Course B	\$0.00	544	\$0.00
5	MA Discovery Education Science Techbook - Grade 3-5 Course C	\$0.00	544	\$0.00
20	Discovery Education Elementary School Teacher Guide	\$0.00	n/a	\$0.00
20	Discovery Education Elementary School Companion DVD	\$0.00	n/a	\$0.00
<b>Discovery Education Professional Development</b>				
1	On-Line Professional Development (Three-Hour Series)	\$0.00	n/a	\$0.00
2	On-Site Professional Development (Six-Hour Session)	\$0.00	n/a	\$0.00
<b>Total</b>				<b>\$7,072.00</b>

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. The professional development shall take place on such date(s), time(s) and place(s) to be mutually agreed to by the parties.
6. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
7. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Federal Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.



- 8. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.
- 9. Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.
- 10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

WEST SPRINGFIELD SCH DISTRICT

DISCOVERY EDUCATION, INC.

By: *Mark Linn*  
(Signature Required)

By: *Joan Kelly-Smith*

Title: *Supr. of Schools*

Title: *SVP - Compliance and Operations*

Printed Name: *DR Russell Johnson*

Printed Name: *Joan Kelly-Smith*

Date: *9/9/13*

Date: *9/10/2013*

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT TO FAX NO 240-862-8741

Billing Entity: \_\_\_\_\_

Billing Entity Address: \_\_\_\_\_

\_\_\_\_\_

Billing Entity Phone Number: \_\_\_\_\_

Ref. No. O6UJ9C001MA8





Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910-3354  
Billing: 240-662-3633 / Order Inquiries: 888-892-3484

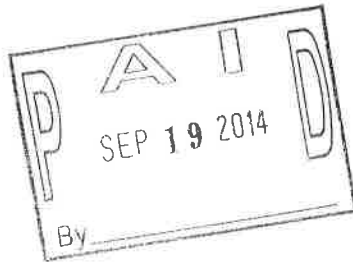
Invoice Date :08/21/14  
Invoice Number :90102964  
Customer Number :40018799  
Terms :Net 30  
Due Date :09/20/2014  
Purchase Order :1500234  
Discovery Tax ID :362298050

**BILL TO:**

WEST SPRINGFIELD SCH DISTRICT  
ATTN: ACCOUNTS PAYABLE  
26 CENTRAL ST  
WEST SPRINGFIELD MA 01089-2753

Reference: O6UJ9C001S39

Item	Description	Qty	UoM	Duration	Curr	Price
10	MA DE Science Gr 3-5:Cr A 9781617088193	544	Student	08/12/14-08/11/15	USD	3,264.00
20	MA DE Science Gr 3-5:Cr B 9781617088209	544	Student	08/12/14-08/11/15	USD	0.00
30	MA DE Science Gr 3-5:Cr C 9781617088216	544	Student	08/12/14-08/11/15	USD	0.00
<p>Institution:</p> <p>40050506 JOHN FAUSEY ELEMENTARY SCHOOL</p> <p>40050507 MEMORIAL ELEMENTARY SCHOOL</p> <p>40050508 MITTINEAGUE ELEMENTARY SCHOOL</p> <p>40050509 TATHAM ELEMENTARY SCHOOL</p> <p>40050512 PHILLIP COBURN SCHOOL</p>						<p>RECEIVED</p> <p>SEP 08 2014</p> <p>BY <i>OP</i></p> <p>1500234</p> <p>0001.00.2451-1.508-14.000-30</p> <p>3264.00</p> <p>30X</p>
					Sales Total	USD 3,264.00
					Shipping	USD 0.00
					Sales/Excise/Gross Receipts Tax	USD 0.00
					<b>TOTAL</b>	<b>USD 3,264.00</b>



RETURN THIS PORTION WITH PAYMENT

WEST SPRINGFIELD SCH DISTRICT  
ATTN: ACCOUNTS PAYABLE  
26 CENTRAL ST  
WEST SPRINGFIELD MA 01089-2753

CUSTOMER NUMBER : 40018799  
INVOICE NUMBER : 90102964  
INVOICE DATE : 08/21/14  
**TOTAL** USD : 3,264.00

FOR PAYMENT TO : Discovery Education, P.O. Box 791363, Baltimore MD 21279-1363



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500234**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291  
**Attn:** RUSSELL JOHNSTON

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/14/2014	691		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	544.00	DISCOVERY TECHBOOK RENEWAL	0001-00-2451-1-508-14-000-30	\$6.00	\$3,264.00

PER ATTACHED AGREEMENT

**TOTAL OF PURCHASE ORDER \$3,264.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools  
INCIDENTAL REQUISITION**

This Box for Central Office Use Only	
Batch#	Req#

DATE: July 1, 2014

ORDER FROM: Discovery Education Inc.  
One Discovery Place  
Silver Spring, Maryland 20910

DELIVERY TO: WSPS  
 ATTN: Dr. Russell Johnston

**Complete VENDOR Name, Address, and Zip Code Required**

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
544		Discovery Techbook	6.00	3,264.00
		Per Attached Agreement dated 6/26/2014		

<b>To Be Approved in the Following Order:</b>	<b>Date</b>		SubTotal	3,264.00
Dept. Chair				
Supervisor / Director <i>[Signature]</i>	6/30/14			
Principal			Shipping	0.00
Business Manager <i>[Signature]</i>	6/30/14		<b>TOTAL</b>	3,264.00

Budget Account # 0001-00-2451-1-508-14-000-30  
 Use the full 18 digit number Elem Electronic Science Techbooks



ATTACHMENT A

Techbook Purchase Agreement ("Agreement")  
made as of 06/26/2014 between Discovery Education, Inc. ("Discovery") and  
WEST SPRINGFIELD SCHOOL DISTRICT, MA ("Customer")

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Social Studies Techbook ("Social Studies Techbook") and Discovery Education Science ("Science Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Social Studies Techbook and Science Techbook as set forth in the applicable Terms of Use located at <http://www.discoveryeducation.com/aboutus/termsfuse.cfm>, as Discovery may revise such Terms of Use from time to time (the "Techbook Terms of Use").
2. The "Term" shall be 08/12/2014 through and including 08/11/2015.
3. The pricing for this license (the "Fees") shall be as follows:

Discovery Education Social Studies Techbook Package  
New Purchase

Quantity	Description	Price Per Techbook Package	No. of Students	Total
	<b>Discovery Education Social Studies Techbook Package</b>			
1	Discovery Education Social Studies Techbook Series	\$15.00	881	\$13,215.00
3	On-Site Professional Development (Six-Hour Session)	\$0.00	n/a	\$0.00
<b>Total</b>				<del>\$13,215.00</del>

Discovery Education Science Techbook Only  
Renewal Purchase

Quantity	Description	Price Per Techbook	Prorated Price Per Techbook	No. of Students	Total
	<b>Discovery Education Elementary School Science Techbook</b>				
5	MA Discovery Education Science Techbook – Grade3-5 Course A	\$6.00	n/a	544	\$3,264.00
5	MA Discovery Education Science Techbook – Grade3-5 Course B	\$0.00	n/a	544	\$0.00
5	MA Discovery Education Science Techbook – Grade3-5 Course C	\$0.00	n/a	544	\$0.00
<b>Total</b>					<b>\$3,264.00</b>

Grand Total ~~\$16,479.00~~

3,264.00

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.



6. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.
7. Background Checks. Discovery represents and warrants the following regarding security clearances of those employees and independent contractors who deliver professional development services. Discovery conducts the following checks on any employees or contractors it sends onto school campuses to perform professional development and related services where students may be present ("PD Specialists") at the time of hire and refreshes such checks on an annual basis:
  - Criminal Records Check
  - FBI Fingerprint Clearance
  - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing services on school grounds
8. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.
9. Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.
10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

Ref. No. O6UJ9C001S39

**EXHIBIT A  
LICENSED SCHOOLS**

**NEW SOCIAL STUDIES TECHBOOK PACKAGE**

School	Address	City	State	Postalcode	Grade 6	Grade 7	Grade 8
WEST SPRINGFIELD MIDDLE SCHOOL	2605 CARLISLE DR	LOVELAND	CO	80537-6714	282	297	302
	1				282	297	302

**RENEWAL ELEMENTARY SCHOOL SCIENCE TECHBOOK ONLY**

School	Address	City	State	Postalcode	Grade 3	Grade 4	Grade 5
JOHN FAUSEY ELEMENTARY SCHOOL	784 AMOSTOWN RD	WEST SPRINGFIELD	MA	01089-4332		83	85
MEMORIAL ELEMENTARY SCHOOL	201 NORMAN ST	WEST SPRINGFIELD	MA	01089-3722		48	38
MITTINEAGUE ELEMENTARY SCHOOL	26 2ND ST	WEST SPRINGFIELD	MA	01089-3161		38	23
PHILLIP COBURN SCHOOL	115 SOUTHWORTH ST	WEST SPRINGFIELD	MA	01089-2724		60	78
TATHAM ELEMENTARY SCHOOL	61 LAUREL RD	WEST SPRINGFIELD	MA	01089-3001		48	43
	5					277	267

Discovery Education, Inc.  
 e Discovery Place  
 ver Spring, MD 20910-3354  
 ing: 240-662-3633 / Order Inquiries: 888-892-3484

Invoice Date : 09/18/12  
 Invoice Number : 90079159  
 Customer Number : 40018799  
 Terms : Net 30  
 Due Date : 10/18/2012  
 Purchase Order : 1207802  
 Discovery Tax ID : 362298050

**BILL TO:**

WEST SPRINGFIELD SCH DISTRICT  
 ATTN: Accounts Payable  
 26 CENTRAL ST  
 WEST SPRINGFIELD MA 01089-2753

Reference: O6UJ9C001B6Y

Item Description	Qty	UoM	Duration	Curr	Price
10 MA DE Science Gr 6-8:E&S 9781617088223	876	Student	08/20/12-08/19/18	USD	35,040.00
20 MA DE Science Gr 6-8:Life 9781617088230	876	Student	08/20/12-08/19/18	USD	0.00
30 MA DE Science Gr 6-8:Phy 9781617088247	876	Student	08/20/12-08/19/18	USD	0.00
40 MA Teacher Guide MS	12	each	08/20/12-08/19/18	USD	0.00
50 MA Companion DVD MS	12	each	08/20/12-08/19/18	USD	0.00
60 MA Onsite Professional Development	3	each	08/20/12-08/19/18	USD	0.00
Institution: 40050511 WEST SPRINGFIELD MIDDLE SCHOOL  <i>1207802</i> <i>3260.12.2451.1.508.98.994.10</i> <i>35,040.00</i> <i>30x</i>  RECEIVED SEP 21 2012 BY: _____  PAID OCT 05 PAID  <i>M. J. L.</i>					
				Sales Total	USD 35,040.00
				Sales Tax	USD 0.00
				Shipping	USD 0.00
				<b>TOTAL</b>	<b>USD 35,040.00</b>

ATTACH THIS PORTION WITH PAYMENT

WEST SPRINGFIELD SCH DISTRICT  
 Attn: Accounts Payable  
 CENTRAL ST  
 WEST SPRINGFIELD MA 01089-2753

CUSTOMER NUMBER : 40018799  
 INVOICE NUMBER : 90079159  
  
 INVOICE DATE : 09/18/12  
**TOTAL** USD : 35,040.00

FOR PAYMENT TO : Discovery Education, P.O. Box 791363, Baltimore MD 21279-1363





# PURCHASE ORDER

Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089

OFFICE COPY

PURCHASE ORDER NUMBER

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1207802**

**Bill To:** West Springfield School Department  
Betty Noel  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910

**Ship To:** Middle School  
West Springfield Public Schools  
31 Middle School Drive  
West Springfield, MA 01089

**Attn:** REBECCA BRYANT

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
06/30/2012	691		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	844.00	SCIENCE TECHBOOK	3260-12-2451-1-508-98-994-10	\$40.00	\$35,040.00

**TOTAL OF PURCHASE ORDER \$35,040.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$5,000.00)

West Springfield Public Schools  
INCIDENTAL REQUISITION

This Box for Central Office Use Only  
Batch# \_\_\_\_\_ Req# \_\_\_\_\_

DATE: \_\_\_\_\_

ORDER FROM: Discover Education, Inc  
One Discover Place  
Silver Spring, MD 20910

DELIVERY TO: WSMS  
ATTN: Rebecca Bryant

Complete VENDOR Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
<del>844</del> 876		Discover Education Science Techbook	40.00	<del>33,760.00</del> 35,040. <sup>00</sup>
		<i>Per Attached Contract</i>		
<b>To Be Approved in the Following Order:</b>			SubTotal	<del>33,760.00</del>
Dept. Chair				
Supervisor / Director				
Principal				
Business Manager <i>C. Lee</i>			8/27/12	0%
Budget Account #			<b>TOTAL</b> 33,760.00	
Use the full 18 digit number			<i>35,040.<sup>00</sup></i>	
			3260-12-2451-1-508-98-994-10	
			MS Instructional Tech RTTT	

TOWN OF WEST SPRINGFIELD

CONTRACT & GENERAL CONDITIONS

# 12-300-021

(Contract Number)

Date: May 21, 2012

This Contract is entered into on, or as of, this date by and between the Town of West Springfield (the "Town"), and

Discovery Education, Inc.

("Contractor")

One Discovery Place  
Silver Spring, MD 20910

(Mailing Address of the Contractor)

800-323-9084

(Telephone)

(FAX)

DiscoveryEducation.com

(Website)

1. This is a Contract for the procurement of the following:

Science Techbooks for six year period (Pursuant to attachment A -Techbook Purchase Agreement made 8/6/12).

2. The Contract price to be paid to the Contractor by the Town of West Springfield is:

\$35,040.00 (Thirty Five thousand and Forty dollars)

3. Payment will be made as follows:

Upon delivery of materials and presentation of invoices from the vendor and approval of payment by Superintendent of Schools.

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town in their reasonable judgment to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in IFB, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by

all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.

4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.

4.5 Goods: Goods, Supplies, or Materials.

4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

Contractor shall deliver the Science Techbook before August 20, 2012 and maintain access to such Techbook through August 19, 2018, provided the contract is not earlier terminated in accordance with the terms of this contract. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Material Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and the right select among the remedies available to it by all of the above.

Statutory Compliance:

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

**General Laws Chapter 30B: Procurement of Goods and Services.**

**General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.**

**General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.**

- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.
- 9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith correct such discrepancy or inconsistency. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Debarment:

The Town (as a non-federal entity) is prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred (Excluded Parties List System). The Contractor, by executing the Contract, certifies that it is not currently debarred or suspended by the Commonwealth of Massachusetts, or the Federal Government, under any Commonwealth or Federal Law or regulation. Furthermore, if, during the duration of this contract, the Contractor becomes

suspended or debarred, the Contractor shall notify the Town via registered mail of this occurrence.

13. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment:

Assignment of this Contract is prohibited (other than to a corporate affiliate or subsidiary under common control and ownership), unless assignment is provided for expressly in the Contract Documents.

15. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section. Contractor may provide such other equivalent form of official corporate documentation evidencing the signature authority of the party signing this Contract on behalf of the Contractor. Such evidence must be acceptable to the Town and such acceptance shall not be unreasonably withheld by the Town.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

17. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been

received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

18. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "**Supplements**" must be "**checked**" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

(X) Goods Supplement "G"    Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

(X) Services Supplement "S"    Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

### SUPPLEMENT "G"

This form supplements the West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of goods.

"Goods" shall mean Goods, Supplies, or Materials, as described in the Contract and General Conditions.

Change order may not increase the quantity of goods by more than twenty-five (25%) percent, in compliance with General Laws Chapter 30B, Section 13.

This contract for purchase includes the following delivery, installation or set up requirements:

## SUPPLEMENT "S"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of services.
2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the quantity of services by more than (25.0%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.

4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.

5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.


- 5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all third party claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the Contractor's breach in performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except to the extent such claim damage, loss or expense is caused by the Town, its employees and/or agents, including school administrators and educators.



- 5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to non execution of the work or at any time due to defective work or materials, except to the extent such claim damage, loss or expense is caused by the Town, its employees and/or agents, including school administrators and educators.
- 5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage or (c) negligence or willful misconduct of by the Town, its employees and/or agents, including school administrators and educators.
- 5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.
- 5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

Dated: \_\_\_\_\_

By:   
The Town of West Springfield  
Chief Procurement Officer/Mayor

By:   
Town Accountant/Chief Financial Officer  
Certified as to Appropriation

By:

  
Town Attorney *As to Kozm*

The Contractor by:

  
**L. Alexander Morrison, Jr.**  
**VP Domestic Education**



ATTACHMENT A

**Techbook Purchase Agreement ("Agreement")  
made 08/06/2012 between Discovery Education, Inc. ("Discovery") and  
TOWN OF WEST SPRINGFIELD, MA ("Customer")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Science Techbook ("Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Techbook as set forth in the Terms of Use located at <http://www.discoveryeducation.com/aboutus/terms-of-use/science.cfm>, as Discovery may revise such Terms of Use from time to time (the "Techbook Terms of Use").
2. The "Term" shall be 08/20/2012 through and including 08/19/2018.
3. The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Science Techbook**

Quantity	Description	Price Per Techbook	No. of Students	Total
1	MA Discovery Education Science Techbook – Grade 6-8 Earth & Space	\$40.00	876	\$35,040.00
1	MA Discovery Education Science Techbook – Grade 6-8 Life Science	\$0.00	876	\$0.00
1	MA Discovery Education Science Techbook – Grade 6-8 Physical Science	\$0.00	876	\$0.00
12	Discovery Education Middle School Teacher Guide	\$0.00	n/a	\$0.00
12	Discovery Education Middle School Companion DVD	\$0.00	n/a	\$0.00
3	On-Site Professional Development (Six-Hour Session)	\$0.00	n/a	\$0.00
<b>Total</b>				<b>\$35,040.00</b>

**The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.**

4. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.
5. While Customer acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Customer or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Customer represents and warrants that Customer has all necessary authorization to provide to Discovery any information it provides through Discovery Education services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Customer consents to Discovery's collection and use of such information in the course of providing such services to Customer as described in Discovery's Privacy Policy located at <http://www.discoveryeducation.com/aboutus/privacypolicy.cfm>.
6. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.

**Discovery**  
  
**EDUCATION**

---

7. Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request.
8. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

**Ref. No. O6UJ9C001B6Y**

**EXHIBIT A  
LICENSED SCHOOLS**

<b>School</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Postalcode</b>	<b>Grade Level Purchased</b>	<b>Number of Students</b>
WEST SPRINGFIELD MIDDLE SCHOOL	31 MIDDLE SCHOOL DR	WEST SPRINGFIELD	MA	01089-4300	06-08	876
	1					876

Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910-3354  
Billing: 240-662-3633 / Order Inquiries: 888-892-3484

**Invoice Date** : 09/03/14  
**Invoice Number** : 90103435  
**Customer Number** : 40018799  
**Terms** : Net 30  
**Due Date** : 10/03/2014  
**Purchase Order** : CONTRACT  
**Discovery Tax ID** : 362298050

**BILL TO:**

WEST SPRINGFIELD SCH DISTRICT  
ATTN: ACCOUNTS PAYABLE  
26 CENTRAL ST  
WEST SPRINGFIELD MA 01089-2753

Reference: O6UJ9C001VQO

1500274

Item	Description	Qty	UoM	Duration	Curr	Price
10	DE Social Studies Series 9781618287717	881	Student	08/12/14-08/11/15	USD	13,215.00
20	Nat'l Soc Stud Onsite Prof Development	3	Days	08/12/14-08/11/15	USD	0.00
<p>Institution: 40050511 WEST SPRINGFIELD MIDDLE SCHOOL</p> <p style="text-align: center;">1500274</p> <p style="text-align: center;">0001.00 2451.1508.15.000.10</p> <p style="text-align: center;">13,215.00</p> <p style="text-align: center;">. 36x</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; font-size: 2em; font-weight: bold;">PAID</p> <p style="text-align: center;">SEP 26 2014</p> <p>By _____</p> </div>						
<b>Sales Total</b>					USD	13,215.00
<b>Shipping</b>					USD	0.00
<b>Sales/Excise/Gross Receipts Tax</b>					USD	0.00
<b>TOTAL</b>					USD	13,215.00

RECEIVED  
SEP 17 2014  
BY: (Signature)

TURN THIS PORTION WITH PAYMENT

WEST SPRINGFIELD SCH DISTRICT  
ATTN: ACCOUNTS PAYABLE  
26 CENTRAL ST  
WEST SPRINGFIELD MA 01089-2753

**CUSTOMER NUMBER** : 40018799  
**INVOICE NUMBER** : 90103435  
**INVOICE DATE** : 09/03/14  
**TOTAL** USD : 13,215.00

MIT PAYMENT TO : Discovery Education, P.O. Box 791363, Baltimore MD 21279-1363



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1500274**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Discovery Education, Inc.  
One Discovery Place  
Silver Spring, MD 20910

**Ship To:** Business Office  
West Springfield School Department  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

**Attn:** RUSSELL JOHNSTON

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
07/14/2014	691		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	881.00	DISCOVERY TECHBOOK (MS SOCIAL STUDIES YR 1)	0001-00-2451-1-508-15-000-10	\$15.00	\$13,215.00

PER ATTACHED AGREEMENT DATED 6/26/14

**TOTAL OF PURCHASE ORDER \$13,215.00**

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools  
INCIDENTAL REQUISITION**

This Box for Central Office Use Only	
Batch#	Req#

DATE: July 1, 2014

ORDER FROM: Discovery Education Inc.  
One Discovery Place  
Silver Spring, Maryland 20910

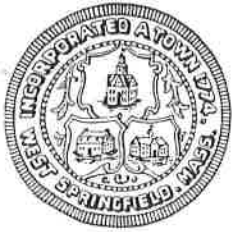
DELIVERY TO: WSPS  
 ATTN: Dr. Russell Johnston

**Complete VENDOR Name, Address, and Zip Code Required**

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
881		Discovery Techbook (MS Social Studies Year 1)	15.00	13,215.00
		Per Attached Agreement dated 6/26/2014		
<b>To Be Approved in the Following Order:</b>			SubTotal	13,215.00
Dept. Chair		Date		
Supervisor / Director	<i>[Signature]</i>	7/14/14		
Principal			0%	
Business Manager	<i>[Signature]</i>	7/14/14	Shipping	0.00
			<b>TOTAL</b>	<b>13,215.00</b>
Budget Account #	0001-00-2451-1-508-15-000-10			
Use the full 18 digit number	MS Electronic Techbooks (Social Studies)			

*(fy 15)*





## Town of West Springfield

### Procurement Checklist

A checklist of items that are needed to document the procurement process. This form **MUST** accompany any and all items to be procured.

Bid Number: \_\_\_\_\_

Bid Award Date: 7/1/2014

Item to be procured: Discovery Techbook (MS Soc. Studies)

Quantity Required: 881

Estimated Cost: \$13,215.00

Department: SCHOOL Contact Person & Phone: Carey Sheehan 413-263-3291

#### General Law that applies to this purchase:

- Chapter 30B (Supplies and Services)
- Chapter 149 (Building Construction)
- Chapter 30 (Non-Building Public Works)
- Chapter 7 (Public Building Projects Design Services)

#### Procedure being used to procure this item:

- Sound business practice (attach explanation)
- Written quotes (attach quotes)
- Comm-PASS (State Contract Purchase) CONTRACT #: \_\_\_\_\_ (attach relevant pages)
- Sealed Bids (Invitation to Bid - IFB)
- Sealed proposals (Request for Proposal - RFP)
- Statements of Qualifications
- Item is exempt from Purchasing Laws - MUST CITE SECTION & REASON  
Section: \_\_\_\_\_ Reason: \_\_\_\_\_

#### Advertising (include copies of all advertisements)

Not Applicable

- Springfield Republican: Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Central Register OR Goods and Services Bulletin (*circle one*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Record (*OPTIONAL*): Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- Minority Publication (*OPTIONAL*) LIST: \_\_\_\_\_ Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_
- West Springfield Website or Bulletin Board (*circle one*) Date Notified: \_\_\_\_\_  
Date(s) Published: \_\_\_\_\_ Days Between Ad & Award: \_\_\_\_\_

#### Bid Documents (Specifications) (include complete bid document, drawings, specifications, project manual, etc.)

- Copy of Bid Documents



ATTACHMENT A

**Techbook Purchase Agreement ("Agreement")  
made as of 06/26/2014 between Discovery Education, Inc. ("Discovery") and  
WEST SPRINGFIELD SCHOOL DISTRICT, MA ("Customer")**

1. Subject to the terms and conditions of this Agreement, Discovery grants to Customer, and the teachers and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access the digital textbook platform known as Discovery Education Social Studies Techbook ("Social Studies Techbook") and Discovery Education Science ("Science Techbook") via the website currently at <http://streaming.discoveryeducation.com>, or by any other means on which the parties may agree, and to use Social Studies Techbook and Science Techbook as set forth in the applicable Terms of Use located at <http://www.discoveryeducation.com/aboutus/terms-of-use.cfm>, as Discovery may revise such Terms of Use from time to time (the "Techbook Terms of Use").
2. The "Term" shall be 08/12/2014 through and including 08/11/2015.
3. The pricing for this license (the "Fees") shall be as follows:

**Discovery Education Social Studies Techbook Package  
New Purchase**

Quantity	Description	Price Per Techbook Package	No. of Students	Total
<b>Discovery Education Social Studies Techbook Package</b>				
1	Discovery Education Social Studies Techbook Series	\$15.00	881	\$13,215.00
3	On-Site Professional Development (Six-Hour Session)	\$0.00	n/a	\$0.00
<b>Total</b>				<b>\$13,215.00</b>

**Discovery Education Science Techbook Only  
Renewal Purchase**

Quantity	Description	Price Per Techbook	Prorated Price Per Techbook	No. of Students	Total
<del><b>Discovery Education Elementary School Science Techbook</b></del>					
<del>5</del>	<del>MA Discovery Education Science Techbook – Grade3-5 Course A</del>	<del>\$6.00</del>	<del>n/a</del>	<del>544</del>	<del>\$3,264.00</del>
<del>5</del>	<del>MA Discovery Education Science Techbook – Grade3-5 Course B</del>	<del>\$0.00</del>	<del>n/a</del>	<del>544</del>	<del>\$0.00</del>
<del>5</del>	<del>MA Discovery Education Science Techbook – Grade3-5 Course C</del>	<del>\$0.00</del>	<del>n/a</del>	<del>544</del>	<del>\$0.00</del>
<del><b>Total</b></del>					<del><b>\$3,264.00</b></del>

**Grand Total** ~~\$16,479.00~~

4. The Fees are non-cancellable and are due and payable no later than 30 days after receipt of invoice.
5. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.



6. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information, Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.
7. Background Checks. Discovery represents and warrants the following regarding security clearances of those employees and independent contractors who deliver professional development services. Discovery conducts the following checks on any employees or contractors it sends onto school campuses to perform professional development and related services where students may be present ("PD Specialists") at the time of hire and refreshes such checks on an annual basis:
  - Criminal Records Check
  - FBI Fingerprint Clearance
  - Check of all state, local and tribal sex offender (and related) registries that are linked to the national search maintained by the United States Department of Justice Sex Offender Public Website located at <http://www.nsopw.gov/>

For the sake of clarity, the nature of the services offered by Discovery are such that Discovery's PD Specialists are always in the presence of and under the supervision of school district personnel. Further, Discovery agrees to provide, upon request, copies of records documenting the above-referenced background checks for such PD Specialists that shall be performing services on school grounds
8. Discovery understands that government entities, such as Customer, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Customer shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Customer and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Customer.
9. Customer certifies that Customer is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Customer is not exempt from certain of such taxes, Customer agrees to remit payment for such taxes to Discovery.
10. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Customer and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

Ref. No. O6UJ9C001S39

**EXHIBIT A  
LICENSED SCHOOLS**

**NEW SOCIAL STUDIES TECHBOOK PACKAGE**

School	Address	City	State	Postalcode	Grade 6	Grade 7	Grade 8
WEST SPRINGFIELD MIDDLE SCHOOL	2605 CARLISLE DR	LOVELAND	CO	80537-6714	282	297	302
	1				282	297	302

**RENEWAL ELEMENTARY SCHOOL SCIENCE TECHBOOK ONLY**

School	Address	City	State	Postalcode	Grade 3	Grade 4	Grade 5
JOHN FAUSEY ELEMENTARY SCHOOL	784 AMOSTOWN RD	WEST SPRINGFIELD	MA	01089-4332		87	85
MEMORIAL ELEMENTARY SCHOOL	201 NORMAN ST	WEST SPRINGFIELD	MA	01089-3722		48	38
MITTINEAGUE ELEMENTARY SCHOOL	26 2ND ST	WEST SPRINGFIELD	MA	01089-3761		38	23
PHILLIP COBURN SCHOOL	115 SOUTHWORTH ST	WEST SPRINGFIELD	MA	01089-2724		60	78
TATHAM ELEMENTARY SCHOOL	61 LAUREL RD	WEST SPRINGFIELD	MA	01089-3001		48	43
	5					247	267

PO # 1501165

0001.00.2451-1.504.19.118.05  
6120.00



# INVOICE

30X

West Springfield Public Schools (wsps.org)  
Attention: Suzanne Santoni  
26 Central Street  
WEST SPRINGFIELD MA 01089  
UNITED STATES

**Invoice Date**  
14 Sep 2014

**Invoice Number**  
INV-103537

**Reference**  
PO1501165

Hapara Inc.  
801 High Street #200  
Palo Alto  
CA 94301  
United States

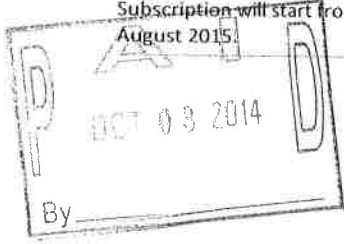
Description	Quantity	Unit Price	Discount	Amount USD
-------------	----------	------------	----------	------------

GOOG TD CHR, Google Special Discount for Teacher Dashboard and Remote Control 12 months subscription for the first year only.

This rate only applies to the first year; please note that regular pricing will return on subsequent years for West Springfield Public Schools.

1,200.00	6.00	15.00	6,120.00
----------	------	-------	----------

Subscription will start from 01 September 2014 to 31 August 2015.



OK  
S. Santoni

<b>Invoice Total USD</b>	6,120.00
<b>Amount Due Net Payment USD</b>	6,120.00

**Due Date: 14 Oct 2014**

We appreciate your prompt payment within 30 days from the Invoice Date or the specified Invoice Due Date. Please note that non payment or late payment may result in service disruption.

Payment options:

- Electronic transfers:

**HAPARA INC., Acct #3300951683, Routing # 121140399 (SIL VLY BK SJ)**

\*\*Please include invoice number as part of the transfer.

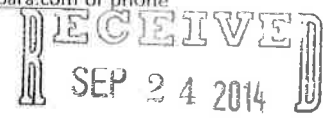
- Check: drawn on a US bank in USD

- Credit Card Payment: copy the url below and paste into a browser address bar. Complete the form and submit it.

[https://teacherdashboard.appspot.com/payment?id=INV-103537&sc=West Springfield Public Schools \(wsps.org\)&fn=Suzanne&sn=Santoni&em=santoni@wsps.org&am=6120.00](https://teacherdashboard.appspot.com/payment?id=INV-103537&sc=West%20Springfield%20Public%20Schools(wsps.org)&fn=Suzanne&sn=Santoni&em=santoni@wsps.org&am=6120.00)

If you have any questions regarding this invoice, please contact Mei Ling Kuan at [customeraccounts@hapara.com](mailto:customeraccounts@hapara.com) or phone no: +1 650-847-1371 and fax no: +1-650-644-2705

Hapara Inc. Powering Google Apps for Educators and Sole proprietor of Teacher Dashboard.-



BY: .....



# PURCHASE ORDER

**Town of West Springfield  
School Department  
26 Central Street  
West Springfield, MA 01089**

**OFFICE COPY**

**PURCHASE ORDER NUMBER**

This order number must appear on all correspondence, invoices, packing slip and shipping papers.

**1501165**

**Bill To:** West Springfield School Department  
Carey Sheehan  
26 Central Street, Suite 33  
West Springfield, MA 01089  
(413)263-3291

The Town of West Springfield is EXEMPT from payment of STATE SALES TAX - EXEMPT # 046-001-352. Do not include this tax in your invoice.

**Vendor:** Hapara  
801 High Street  
Palo Alto, CA 94301

**Ship To:** High School  
West Springfield Public Schools  
425 Piper Road  
West Springfield, MA 01089  
  
**Attn:** SUZANNE SANTONI

**IMPORTANT: THIS ORDER IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE WEST SPRINGFIELD PUBLIC SCHOOLS.**

Issue Date	Vendor No.	Requested by	Department/Location
08/12/2014	5236		

Contract Number:

Item	Quantity	Description	Account No.	Unit Price	Total Price
1	1200.00	TEACHER DASHBOARD & REMOTE CONTROL	0001-00-2451-1-504-19-118-05	\$5.10	\$6,120.00

12 MONTH SUBSCRIPTION

INCLUDES 15% DISCOUNT FOR THE FIRST YEAR ONLY

<b>TOTAL OF PURCHASE ORDER</b>	<b>\$6,120.00</b>
--------------------------------	-------------------

**Town of West Springfield Use ONLY**

By

Chief Financial Officer

By

Procurement Agent (if over \$10,000.00)

**West Springfield Public Schools**  
**INCIDENTAL REQUISITION**

This Box for Central Office Use Only  
 Batch# \_\_\_\_\_ Req# \_\_\_\_\_

DATE: August 8, 2014

ORDER FROM: Hapara  
801 High Street  
Palo Alto, CA 94301

DELIVERY TO: West Springfield High School  
 ATTN: Santoni  
425 Piper Road  
West Springfield, MA 01089

Complete Name, Address, and Zip Code Required

QUANTITY	CATALOG #	Please use current & complete information ITEM DESCRIPTION (Size, Color, Etc.)	UNIT COST	TOTAL COST
1200		Teacher Dashboard and Remote Control	6.00	7,200.
		12 months subscription		
1200		15% Special Discount for the first year only	(0.90)	(1,080.00)
To Be Approved in the Following Order				
Dept. Chair	<i>[Signature]</i>	Date	SubTotal	6,120.
Supervisor / Director	<i>[Signature]</i>	8-8-14	Shipping	
Principal	<i>[Signature]</i>		TOTAL	6,120.
Business Manager		8/12/14		

Budget Account # DW Edu Tech Coord Comp Software  
 Use the full 18 digit number ~~0001-00-2453-5-502-00-000~~  
0001-00-2451-1-504-19-118-05

Instructional Technology - HS  
 HAPARA



# QUOTE

West Springfield Public Schools

**Attention To:**

suzanne santoni

26 Central Street  
West Springfield, MA 01089  
United States

801 High St.  
Palo Alto, CA 94301  
USA

**Quote Date**

8/08/2014

**Quote Number**

00002224

**Issued by:**

5402733096

Lori Chaney

lori.chaney@hapara.com

Description	Quantity	Unit Price	Discount	Total Price
Google Special Discount for Teacher Dashboard and Remote Control 12 months subscription for the first year only.				
This rate only applies to the first year; please note that regular pricing will return on subsequent years for West Springfield Public Schools.	1,200.00	USD 6.00	15.00%	USD 6,120.00

Subscription will start from 01 September 2014 to 31 August 2015.

Subtotal	USD 7,200.00
Discount Amount	USD 1,080.00
<b>Total Price</b>	<b>USD 6,120.00</b>

Due Date 10/08/2014

Thank you for allowing us to provide you with a quote for our services. The quote is valid for 30 days from the date of the quote ("Quote Date" above).