



STAFF REPORT

TO: Board President and Trustees

FROM: Rocio Muñoz

DATE: November 5, 2018

SUBJECT: Approval of an agreement between Ellevation Inc. and Richland School District

Recommendation:

The recommendation is to approve an agreement between the Richland School District and Ellevation Inc. for services aimed to address the state, federal and academic needs of English Language Learners.

Discussion:

LCAP Action 2.11 includes the need to monitor students identified as English Language Learners and also students who are reclassified, who need to be monitored as required by law for 4 years, after being reclassified as Fluent English Proficient (RFEP). This system will support teachers and site administrators in the monitoring and also provide a consistent process district wide.

Fiscal Impact:

\$24,189.00 initial cost which includes:

1. A one-time fee of \$5,000.00 for Data Services and Implementation
2. Training Cost of \$3,000.00 (per day) x 2 Days = \$6,000.00
3. Ellevation Academy (-\$2,000.00) - NO COST for this year
4. Student fee (1,199 students x \$11.00) of \$13,189.00

Follow-up for Staff:

1. Once approved, Dr. Garcia will need to sign the service agreement and a copy emailed to Cynthia Sicairos-Hartley (cynthiah@ellevationeducation.com).
2. Direct Vanessa to prepare the requisition for approval.
3. Inform the Director of Technology to communicate with the following person below to coordinate the technology communication with Ellevation and Illuminate Student Information System.
Cynthia Sicairos-Hartley
Partner Development Manager
Ellevation, LLC
626-827-7869 (c)
978-310-5201 (o)
617-812-5686 (f)

cynthiah@ellevationeducation.com
ellevationeducation.com

4. File the contract and send me an electronic copy once all signatures have been confirmed.

Attachments:

1. Ellevation Proposal
2. Service Agreement
3. Scope of Work



Indispensable Tools for Today's ELL Professionals



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Oct 08, 2018

Prepared for:

Rocio Munoz
Assistant Superintendent of Ed Services
Richland School District, CA

Prepared by:

Cynthia Sicairos-Hartley
Partner Development
Manager
Ellevation Inc.



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Company Information

Executive Summary

Ellevation is a software company exclusively focused on English Language Learners (ELLs) and the educators that serve them. Today, Ellevation serves 600 public school districts across 41 states. In the following proposal we'll discuss our approach to serving ELL professionals, identify benefits associated with using Ellevation, introduce technical requirements and an implementation timeline, and provide next steps on how to get started.

About Us

Our Story

Ellevation was initially conceived in 2006 by an ELL coordinator in North Carolina named Carrie Hill. The inspiration for creating the product grew out of the frustration that many ELL professionals like her experience every day; namely, overwhelming administrative burdens and communication obstacles that divert attention away from student instruction. Today, with our focus still rooted in the experience of educators, Ellevation develops tools that simplify administrative obligations, save time, and enable more effective instruction so that ELL students can thrive in school and beyond.

Our Mission

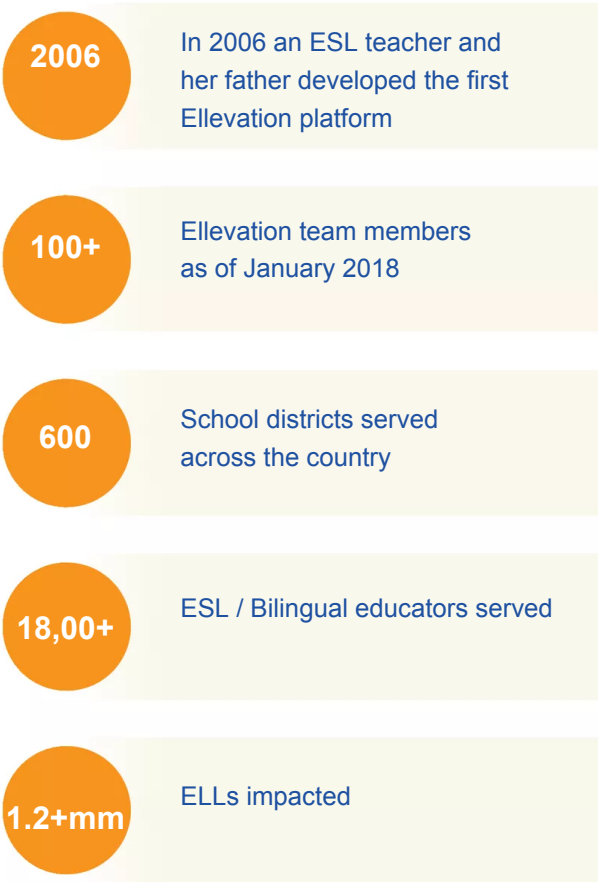
The success of our nation's underserved students is closely tied to effective teaching. To support hardworking and passionate educators, we develop solutions to improve instruction, enhance collaboration and maximize impact.

Our Team

Ellevation Inc. is a company formed by educators to serve educators. The Ellevation team brings a diverse array of experiences and expertise to the work. In fact, many of our current employees are former ESL teachers.

Our talented team continues to grow with offices in Texas, North Carolina, California, Illinois and Massachusetts. We currently serve over 12,000 ESL / Bilingual educators in 600 school districts across the country impacting over one million English language learners.

Fast Facts: 2018 At-A-Glance



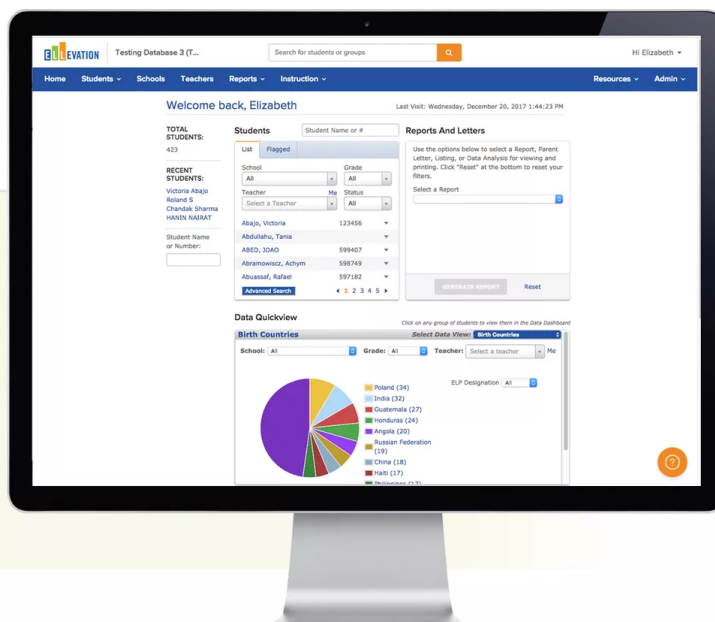


Ellevation Use Cases

For ELL Coordinators & Specialists

Program Management

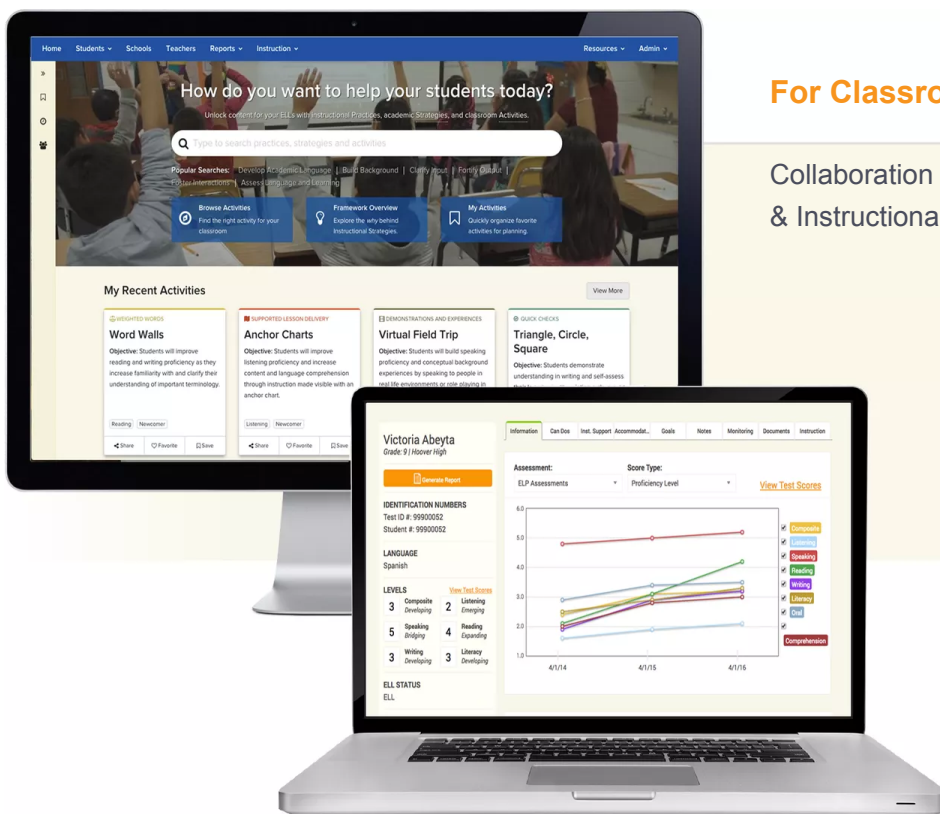
- Data Analysis
- Record Keeping
- Reporting
- Standards Aligned Instructional Planning



For Classroom Teachers

Collaboration Tools & Instructional Support

- Digital Student Monitoring
- Document Storage
- Effective Strategies
- Classroom Activities





Testimonials

“ Ellevation and the tools within provide us with an excellent meeting place to address instructional needs, student progress over time, interventions, instructional strategies and any view we would like to have on an individual student or groups of students. It informs our practice and allows us to be collaborative when making decisions which impact the outcomes for our English Learners.”



Karen Broadnax
ESL/Multilingual Services Director
Little Rock School District

“ Teachers that don’t understand second language acquisition don’t know how to meet the needs of English Learners. Ellevation’s tools provide the resources and support that teachers need.”



Vicky Saldala
Director of Bilingual/ESOL
Department Broward
County Schools

“ I truly believe Ellevation has a critical focus on English Language Learner achievement while also ensuring ease of use for teachers and administrators. We will be providing licenses to all administrators with training and support on how to access dashboard data to better understand the instructional needs of their students.”



Laura Grisso
Title III Administrator
Tulsa Public Schools, OK

“ Ellevation’s tools for classroom teachers are a game-changer. They allow our ESL specialists and general education teachers to work together as a team to support our English learners.”



Karen Hill
ESL Specialist
Alabaster City Schools



Technical Review

Authentication and Authorization

Each Ellevation user starts with issued a unique user name and password. Depending on the size and topology of the expected user base, these user accounts can be set up by Ellevation prior to training as part of the implementation process. Ellevation also supports Single-Sign-On (SSO) via Clever Instant Login.

Authorized district partner administrators have the ability to manage (create, invite and disable) user accounts within their district and if necessary, set additional feature-specific permissions at Write, Read-Only or Hide levels.

Tools and Technologies

Ellevation employs a continuous integration software development methodology in which new application features and fixes are committed, tested and deployed frequently. Updates are introduced in small, iterative batches that enable Ellevation to continuously add value to our platform while remaining nimble enough to adapt to changes for customers.

Access and Change Management

Access to Ellevation servers (both production and internal/test) is restricted to select Ellevation and Rackspace employees, requiring VPN connectivity and specific logins. All server changes, whether they are application upgrades, OS patches, or system/network configuration modifications, are logged in a central change database. All Ellevation servers are enabled with intrusion and anti-virus detection software.

Data Privacy Agreement

We are committed to ensuring the strongest possible privacy protections for any student data managed on the Ellevation Software Platform, as well as information collected from individuals who visit Ellevation's Public Web Site. A complete overview of Ellevation security and data policies are available on request or online at <http://hubs.ly/H02crZQ0>.

For the avoidance of doubt, we find it useful to share two fundamental principles:

- Ellevation Software is subject to FERPA. District data, on both students and educators, can only be used to fulfill the obligations of our partnership and cannot be used for other commercial purposes.
- We DO NOT sell or share any personal data, nor do anything else with partners' data, save for delivering services through our Ellevation platform.

We take data privacy very seriously, and update our Privacy Policies to reflect best practices and new legal frameworks from the field. Please see our [Privacy Policy](#) for more detail.

Data Integration

Ellevation provides several different data integration options so each district can select an appropriate approach based on technology experience, School Information System (SIS), and ELL program needs and preferences.

In most cases, Ellevation can implement complex or custom data mapping and transformation required to ensure a smooth import of district data into the Ellevation platform, minimizing the amount of work for the district's SIS/technology team.



Implementation

Ellevation provides a comprehensive package of services delivered by an experienced team of education experts designed to ensure the Ellevation platform meets the district's unique needs and expectations. Our Partner Support Organization (PSO) utilizes a six-phase implementation process with clearly defined steps, deliverables, and time frames to deploy Ellevation.



The implementation process includes a series of strategic conversations focused on listening to the partner's needs and creating solutions that support the work of the district.

During the first three phases you should expect:

- Confirmation of project goals
- Regular meetings focused on intentional implementation
- Development of a training and rollout plan
- Configuration of the Ellevation Database

During the subsequent three phases, the work of the project shifts from planning to the implementation of the software.

During these phases you can expect:

- Loading of student and testing data
- Confirmation of data quality and consistency
- Delivery of training
- Development of plan for monitoring usage and adoption
- Access to resources and ongoing support for users

Our commitment is to ensure that information is gathered in a timely manner in the initial phases of implementation, so that the software configurations and plans for rollout are optimized to support the specific needs of the district.



Ellevation Order Form and Customer Agreement

This Order Form, which incorporates Ellevation's online Terms and Conditions (located at ellevationeducation.com/legalnotices) (together, the "Agreement") is made between the customer named below ("Customer") and Ellevation Inc., having an address at 38 Chauncy St, Boston MA 02111 ("Ellevation"), and sets forth the terms and conditions on which Ellevation will supply Products to Customer.

Company: Ellevation Education
 Representative: Cynthia Sicairos-Hartley
 Email: cynthiah@ellevationeducation.com
 Phone: 617-307-5755
 Address: 38 Chauncy St, 9th Fl, Boston, MA 02111

Customer: Richland School District, CA
 Contact Name: Rocio Munoz
 Email: rmunoz@richland.k12.ca.us
 Phone: (661) 746-8600
 Address: 331 N Shafter Avenue, Shafter, CA, 93263

Start Date: 11/1/18

End Date: 10/31/19

Annual Subscription Fees

| Product | Quantity | Unit Price | Total Fees |
|--|----------|------------|-------------|
| Ellevation for California unlimited Ellevation platform and collaborate | 1,199 | \$11.00 | \$13,189.00 |
| Subscription Total: | | | \$13,189.00 |

Service Fees

| Product | Quantity | Unit Price | Discount | Total Fees |
|--|----------|------------|----------|-------------|
| Data Services & Implementation Fee _ One Time Fee Data Services | 1 | \$5,000.00 | 0% | \$5,000.00 |
| Training - In Person \$3,000.00 Per day | 2 | \$3,000.00 | 0% | \$6,000.00 |
| Ellevation Academy 1) Ellevation Academy - webinars hosted at convenient, regular intervals over the course of the year. Users will engage in a live instructor-led environment with other districts. 2) On-Demand Learning Courses - which provide self-guided exploration and practice with Ellevation through short videos. | 1 | \$2,000.00 | 100% | \$0.00 |
| Services Total: | | | | \$11,000.00 |

Total Investment

| | |
|---------------------|-------------|
| Subscription Total: | \$13,189.00 |
| Services Total: | \$11,000.00 |
| Grand Total: | \$24,189.00 |

Invoicing Schedule: Annual

Payment Term: 30 days

Contract Term: 12 months

SERVICE AGREEMENT

This SERVICE AGREEMENT (“**Agreement**”) is effective as of the date indicated on the signature page below (“**Effective Date**”) and is made by and between Ellevation Inc., (“**Ellevation**”) and the undersigned customer Richland School District (“**Owner**”)

Ellevation maintains a suite of productivity, collaboration and instructional tools designed to help educators support English Language Learners or “ELLs” achieve their highest aspirations. Customer desires access to certain Ellevation software solutions and services for use by its employees (“**End Users**”), and Ellevation desires to provide and perform the same, all subject to the terms and conditions in this Agreement.

Unless otherwise indicated, this Agreement is inclusive of the Ellevation Platform Terms of Use (located at <https://ellevationeducation.com/legal-notices>) and Data Privacy Policy (located at <https://ellevationeducation.com/privacy-policy>), which are incorporated herein by reference.

1. Services. Ellevation agrees to deliver the software and perform the services described in the Statement of Work attached hereto as Attachment A which is incorporated into this Agreement by reference (the “**Services**”). Ellevation warrants that it will provide the Services in a professional and workmanlike manner and in accordance with the specifications set forth in the Statement of Work and its Terms of Use.

2. Compensation. The total compensation for performance of the Services are listed below and shall be due and payable to Ellevation 30 days after invoice.

\$ 24,189.00

Customer agrees to pay all charges associated with the Services and understands that its right to use the Services is conditional upon our receipt of payment. If payment is not received by the required date, Ellevation reserves the right to immediately either suspend or terminate Customer and its End User access, thereby terminating such subscription and all Ellevation obligations hereunder. Customer is required to pay any amounts still owed to Ellevation at the time the account is suspended or terminated.

3. Term and Renewal. The term of this Agreement shall be for an initial term of **one (1) year** commencing on the Effective Date of this Agreement.

4. Termination. Customer may terminate this Agreement at any time and for any reason upon sixty (60) days’ prior written notice to Ellevation. Either party may terminate this Agreement by written notice upon (a) a material breach of any obligation by a party under this Agreement not cured within twenty (20) days after written notice; (b) failure and/or inability of Ellevation to perform the Services; or (c) willful misconduct, breach of duty, or neglect of responsibility by either party.

4.1 Duties Upon Termination. Prior to termination and upon written request from Customer, Ellevation will provide Customer with a one-time, delimited file export of its data from the Services via SFTP. Within 90 days of termination, or within 30 days of receipt of written request from Customer, Ellevation will securely destroy Customer’s

personally identifiable student data, including such data held in Ellevation backup systems.

Upon termination, Ellevation will refund to Customer the pro-rata unused portion of any prepaid software subscription.

Notwithstanding the above, Ellevation does retain aggregated, de-identified data from the Customer, without restriction or obligation to Customer, to (i) improve its educational products for the purposes of adaptive and customized learning, (ii) demonstrate the effectiveness of its products, including in the marketing of its products, and (iii) for the development and improvement of its educational sites, services, or applications.

5. **Limited License.** Ellevation hereby grants Customer a limited license to access and use the Services for the educational use contemplated herein, and Customer shall not modify Ellevation software or download such software for any purpose not contemplated herein, without the prior written consent of Ellevation. This license does not include any resale or commercial use of the Services; any collection and use of any property listings, descriptions, or prices; any derivative use of the Services or its contents; or any use of data mining, robots, or similar data gathering and extraction tools. The Services or any portion of the Services may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Ellevation. Customer may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Ellevation or its affiliates without their express written consent. Customer may not use any meta-tags or any other "hidden text" utilizing Ellevation's name or service marks without the express written consent of Ellevation. Any unauthorized use terminates the permission or license granted by Ellevation.

Customer grants Ellevation a non-exclusive, worldwide right to use, copy, store, transmit and display Customer data hosted on the Services solely for the purpose of providing the Services in accordance with the terms of this Agreement and the Ellevation Privacy Policy. Notwithstanding this limited license, Customer maintains exclusive ownership of its data.

6. **Customer and End User Responsibilities.** Customer and its End Users agree to provide true, accurate, current and complete information to create and maintain accounts, and are responsible for any and all activities that occur under their accounts. Customer and End Users shall: maintain the confidentiality of their usernames and passwords; (ii) notify Ellevation immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Ellevation immediately and use reasonable efforts to stop immediately any known or suspected use of the Service inconsistent with the terms of the License provided herein; (iv) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international

Laws, regulations, and conventions, including without limitation those related to data collection, use, disclosure and privacy; international communications; and the exportation of technical or personal data; (v) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide false identity information to gain access to or use the Service.

- 7. Compliance with Applicable Law and Regulations.** Ellevation and Customer represent that they comply with all applicable laws in their respective performance and receipt of the Service, including all applicable data privacy laws with respect to the personal data collected, stored and maintained through the Service.

7.1 Response to Legal Requests for Data. Customer retains ownership and control of all personally identifiable student data that Ellevation maintains. At no point is Ellevation the owner of such data, nor at any point does Ellevation control such data. In the event that Ellevation receives a court or other law enforcement request, including but not limited to an administrative subpoena or judicial warrant, for access to, use of, or inspection of Customer data, including Customer's student data, wherever legally permissible, Ellevation will not act directly on such request, but will instead promptly refer such requests directly to Customer. To the extent Ellevation is legally required to provide the information requested prior to or in addition to such referral, wherever legally permissible, Ellevation will promptly notify the Customer of the request and its intent to comply with the request.

8. Intellectual Property and Proprietary Information.

(a) All reports produced by Customer in connection with the Services are hereby acknowledged to be the exclusive property of Customer, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement.

(b) Ellevation represents and warrants that it owns or has the right to use all intellectual property required providing the Services, including but not limited to any necessary trademark, copyright or patent rights. As between Ellevation and Customer, all right, title and interest in Ellevation's software solutions, tools and any other Ellevation materials furnished or made available hereunder, including, but not limited to all books, manuals, and reports produced or provided by Ellevation in connection with the Services, and all modifications and enhancements thereof, and all suggestions, ideas and feedback proposed by Customer regarding such solutions, tools, materials or the Services, if any, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, belong to and are retained solely by Ellevation or Ellevation's licensors and providers, as applicable. All rights not granted in this Agreement are reserved by Ellevation.

- 9. Confidentiality of Student Records.** Customer appoints Ellevation a "school official" as the term is used in the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99 et. seq., and determines that Ellevation has a "legitimate educational interest," for the purpose of carrying out its responsibilities under this Agreement. Ellevation agrees to be bound by the

relevant provisions of FERPA, including that it will remain under the “direct control” of Customer with respect to its collection, use and handling of personally identifiable student data. Ellevation will use personally identifiable student data only to fulfill the Services in performance of this Agreement, and, consistent with the provisions of paragraph 7.1 of this Agreement, will only share personally identifiable student data with its third party partners as necessary to fulfill the Services in performance of this Agreement.

- 10. Security.** Ellevation deploys commercially reasonable security precautions intended to protect against unauthorized access to Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees. Not all security risks are reasonably foreseeable, however, and Ellevation is not responsible for the consequences of security breaches that are not reasonably foreseeable and not reasonably within its control.

Neither Customer nor any faculty, staff or student may circumvent or otherwise interfere with any user authentication or security used by Ellevation. Customer will immediately notify Ellevation of any breach, or attempted breach, of security that Customer knows of or reasonably believes to know of.

Should Ellevation become aware of a security breach impacting Customer's data, Ellevation shall notify Customer without unreasonable delay, and will assist Customer in notifying its impacted End Users, parents and students as required by law.

- 11. Duty to Defend and Hold Harmless.** Each party agrees to defend, and hold harmless the other party from and against any and all claims, demands, complaints, liabilities, losses, damages, including reasonable costs and attorneys' fees, resulting from or caused by such indemnifying party's (a) breach of any covenant, representation or warranty in this Agreement, or (b) negligence, omission or willful misconduct. Ellevation will maintain commercially reasonable insurance coverages against its obligations in this section.

- 12. Equal Opportunity Compliance.** Ellevation will perform its obligations under this Agreement without discrimination on account of race, color, religion, national origin, ancestry, age, gender, genetic information, physical or mental disability, medical condition, marital status or veteran's status and in compliance with all applicable laws related thereto.

- 13. No Warranty; Disclaimer.** EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN, ELLEVATION AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL, AND MAKE NO, WARRANTIES (WHETHER EXPRESS, STATUTORY, IMPLIED OR OTHERWISE ARISING IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE), INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT OF THIRD PARTY RIGHTS. ELLEVATION DOES NOT WARRANT THAT THE ELLEVATION SOLUTION OR ELLEVATION SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE ELLEVATION SOLUTION OR ELLEVATION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

14. Limitation of Liability.

(a) Limitation on Direct Damages. IN NO EVENT SHALL ELLEVATION'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES (IF ANY) PAID BY CUSTOMER TO ELLEVATION HEREUNDER, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE.

(b) Waiver of Consequential Damages. IN NO EVENT SHALL ELLEVATION OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ELLEVATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Notices. Any notice, demand or other communication required or permitted to be given under this Agreement, with the exception of notice or communication pursuant to sections 7.1 and 10, must be in writing, properly addressed to the party to receive notice at the address for notice set forth beneath its signature on the signature page hereto or to such other address or addresses for notice as either party may hereafter designate in writing to the other party given in the manner required herein, and will be deemed given and received: (i) upon receipt if delivered personally or by facsimile with confirmed receipt, (ii) on the next business day after delivery to a nationally recognized overnight courier service, and (iii) on the third business day after deposit with the United States Postal Service if sent by registered or certified mail, return receipt requested.

16. Miscellaneous.

(a) Legality and Severability. In the event a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the parties agree that the court shall modify such provision(s) to make such provision(s) and this Agreement valid and enforceable. The provisions of this Agreement are severable, and any illegal or unenforceable provision, or any modification by any court, shall not affect the remainder of this Agreement, which shall continue at all times to be valid and enforceable.

(b) Entire Agreement; Modification. This Agreement and any attachments, together with the Ellevation Platform Terms of Use and Data Privacy Policy constitute the entire understanding between the parties regarding the subject matters addressed in this Agreement and supersedes any prior oral or written agreements, promises, representations, warranties, or inducements between or by the parties regarding such subject matters. The attachments to this Agreement are intended to supplement this Agreement and accordingly, this Agreement and the attachments should be interpreted as consistent to the extent

possible; however, if there is a conflict between any attachment and the terms of this Agreement, the terms set forth in this Agreement shall control. This Agreement can only be modified by a writing signed by both parties.

(c) Governing Law. This Agreement shall be governed by the laws of the state where Customer is located without regard to the conflict of law provisions of such state.

(d) Review and Voluntariness of Agreement. The parties each acknowledge that each (i) has had a sufficient and reasonable amount of time in which to review and consider this Agreement, (ii) has the full legal capacity and authority to enter into this Agreement, (iii) has carefully read, and has fully and completely understood, all of the provisions of this Agreement and their meaning, intent, and legal effect, and (iv) has knowingly and voluntarily entered into this Agreement pursuant to any necessary approval procedures or protocols.

(e) Non-Waiver. The failure of the parties to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right or remedy thereunder will not be construed as a waiver by such party to assert or rely upon any such provision, right, or remedy in that or any other instance.

(f) Open Records Laws. Ellevation acknowledges that this Agreement may be subject to certain laws regarding access to government records in the state where Customer is located.

(g) Assignment. This Agreement may not be assigned, nor may any assignment of monies due, or to become due to Ellevation, be assigned without the prior written agreement of Customer; provided, however, either party may assign this contract and its rights and obligations hereunder to a successor by way of merger, consolidation, or acquisition of all or substantially all of the assets or business of Ellevation so long as such successor shall agree to be bound by all of the terms and conditions hereof. This Agreement shall be binding upon and benefit the parties to this Agreement and their respective heirs, successors, or assigns.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or electronically by the parties will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronically will be deemed to be their original signatures for any purpose whatsoever.

(i) Force Majeure.

If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements accidents, Internet service provider failures or delays,

governmental restrictions, appropriations or other causes beyond the reasonable control of a party hereto (each, a “**Force Majeure Event**”), either party is unable to perform in whole or in part its obligations as set forth in this Agreement, excluding any obligations to make payments hereunder, then such party will be relieved of those obligations to the extent it is so unable to perform and such inability to perform will not make such party liable to the other party. Neither party will be liable for any losses, injury, delay or damages suffered or incurred by the other party due to a Force Majeure Event; provided, however, payment of any amount due hereunder shall not be excused by a Force Majeure Event.

[Signature Page Follows]

IN WITNESS WHEREOF, the persons signing below acknowledge and agree that notwithstanding the date of the execution hereof, this Service Agreement shall be effective from and after the 11/01/2018 - 10/31/2019

CUSTOMER:

Richland School District

Signature

Printed Name

Title

ELLEVATION:

ELLEVATION INC.



Signature

Edward Rice
Printed Name

President
Title

Send notices to:

Ellevation Inc.
Attention: Edward Rice
P.O. Box 961870
Boston, MA 02196
Phone: 617-307-5755
Fax: 617-812-5686

Ellevation Scope of Work

I. Overview

This District Scope of Work (“SOW”) is made pursuant to the Agreement between Ellevation and Richland School District (“District”), and describes the scope of the services for the next period of the Agreement term. The products and services to be provided by Ellevation pursuant to this SOW and the Agreement are sometimes referred to herein collectively as the “Program.” The term of this SOW shall commence on the Effective Date and shall continue for the term of the Agreement.

II. Purpose and Description of Services

The purpose of this SOW is to outline the scope for the implementation and ongoing support of Ellevation. In your journey with Ellevation, there are three important resources that will help ensure the best possible experience with our software:

- Your **Account Manager (AM)** manages the ongoing customer relationship, ensures the partner is getting the most out of Ellevation via engagement consulting and demos of additional features, supports the buying process, and directs users to resources that optimize their experience.
- Your **Implementation Manager (IM)** will work closely with the District to provide project leadership and consulting during periods of software implementation. . The IM is accountable for delivering Ellevation software configured to District specifications and working closely with district leadership to ensure effective implementation.
- Ellevation’s **Help Center** and our **Support and Data Specialists** work with the District as various configuration, data, and troubleshooting needs come up. Our Help Center ensures that the District is connected with the appropriate Support or Data Specialist to ensure issues are resolved effectively and efficiently.

To the extent you require implementation services over the course of the agreement term, Ellevation’s Partner Support Organization utilizes a six-phase implementation process with clearly defined steps, deliverables, and timeframes to deploy Ellevation. The six phases of our implementation process will be lead by your Implementation Manager and includes:

1. Plan: Confirm goals and priorities and agree on a kick-off meeting date.
2. Discover: Understand match between Customer program needs and Ellevation solution.
3. Design: Configure Ellevation to meet unique program needs of the Customer and import data.
4. Qualify: Ensure that data and configurations are ready to be deployed for training.
5. Deploy: Train users and deploy Ellevation for use by Customer.
6. Support: Monitor usage and adoption post-training.

III. General Assumptions

1. During the first year of the Agreement, an Ellevation Implementation Manager (IM) will be assigned based on confirmed start date and will be available for completion of implementation items as outlined in this Customer Scope of Work.
2. Implementation services will be delivered remotely as a standard. In the event that the Customer requests additional on site meetings or if travel is necessary for any reason, travel costs may be billed to the Customer at actual amounts. [REDACTED]
3. Customer must identify a designated Implementation Project Lead before the project kickoff meeting. This person will be Ellevation’s primary implementation contact and must be available

38 Chauncy Street, 9th Floor | Boston, MA 02111 | Tel: 617.307.5755 | Fax: 617.812.5686 | www.ellevation.com

throughout the duration of the implementation effort. This role is generally the same person who will become the primary Ellevation Site Administrator. ☐

4. Services shall be based on the deliverables agreed to between the parties and described in this document. Precise dates will be reflected in the status updates provided by the Ellevation IM and any associated meeting agendas.
5. Any changes to the scope or timelines of the project must first be reviewed and approved by the Ellevation IM and the Customer Implementation Project Lead prior to changes being made to the project plan.
6. District will comply with all data format specifications required to load data into Ellevation.
7. District will provide data and information requested by Ellevation in a timely and efficient manner.
8. Ellevation expects that all districts will set up an automated SFTP file transfer for student, staff, and schedule data. However, we know that some data types cannot be included in this automation (for example, annual ELP test scores). As such, Ellevation's Data Integration team stands ready to upload required data files manually. *Note: Ellevation may, in its sole discretion and subject to the availability of technical resources, enable API use in place of SFTP transfer.*
9. Ellevation will complete up to 4 manual data loads of each type of data that is not automated per year (including Student Demographic, Staff Roster, Schedule Data, Annual Standardized Test Scores, and ELP Test Scores).
10. Ellevation will load all data files within 12 business days.
11. The Ellevation AM will provide the appropriate procedures, guidelines, standards, reference materials, and system/application documentation to the Customer as needed throughout the year. ☐
12. All pre-paid trainings must be scheduled and conducted within 12 months of original purchase and are non-refundable after the 12-month period.
13. Customer training should be requested at least four (4) weeks in advance of the desired training date.
14. Upon receipt of Customer training request, Ellevation will confirm training dates within five (5) business days or suggest alternate dates.
15. All Customer data must be loaded and QA'd at least two (2) weeks in advance of Customer training. If data has not been QA'd and validated, Ellevation reserves the right to postpone training or train on a demo database. This reflects the importance of training educators using actual and accurate student data.
16. Training that is rescheduled at the Customer's request within two (2) weeks of a confirmed training date may result in additional travel costs, and travel costs may be billed to the Customer.



Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

| | |
|---|---|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ellevation Inc. | |
| 2 Business name/disregarded entity name, if different from above | |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions. Mailing: 38 Chauncy St, Fl 9 Remittance: PO Box 83430 | Requester's name and address (optional) |
| 6 City, state, and ZIP code Boston, MA 02111 Woburn, MA 01813-3430 | |
| 7 List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | | |
| | | | - | | | | - | | | |
| or | | | | | | | | | | |
| Employer identification number | | | | | | | | | | |
| 4 | 5 | | - | 3 | 5 | 7 | 6 | 0 | 3 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|-----------|--|-----------------|
| Sign Here | Signature of U.S. person ►  | Date ► 05-31-18 |
|-----------|--|-----------------|

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.