

# For iTrack® IEP/Case Management Solution

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This Renewal Agreement is entered into and between Compliance Services Association, Inc., an Idaho General NON-Profit Corporation having its principal place of business at 6003 W Overland Road, Suite 201, Boise, Idaho 83709 referred to herein as, "CSA"; and Taylor's Crossing Public Charter School (the "District"), having an address of 1445 N. Wood River Drive, Idaho Falls, ID. CSA and the District agree to the following:

CSA wishes to provide IEP and case management software and services to the District; and the District desires to utilize the IEP and case management software services; and one of the requirements of the District is to provide special education services to students in public schools per State and Federal requirements, the parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

1) Definitions.

- A. "iTrack®" means IEP and case management services necessary to access host server facilities.
- B. "IEP and Case Management Services" means the access to and use of host server facilities, via iTrack® and the Internet.
- C. "Support Services" means those services accessible by telephone or Internet that provides help and assistance, to District personnel or contracted District personnel, to assist with the generation and control of IEPs.
- D. "Licensed System" means iTrack®, IEP and Case Management Services, Support Services, and District Customization.
- E. "District Customization" means the effort by CSA to tailor certain system-generated IEP and related documents to specific District needs.
- F. "Customized Forms" means forms provided by the District to CSA for the purpose of customization and inclusion in the district version of the licensed system for the District's use, as defined in Exhibit "A", with pricing listed in Exhibit "B".
- G. "Completion of Administration Staff Training Certification" means the completion of the final scheduled training of administrative staff, as defined in Exhibit A. This event shall be considered complete upon formal "Completion of Administration Staff Training".

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H. "**Completion of Train-the-Trainer Staff Certification**" means the completion of the final scheduled training of Train-the-Trainer Staff, as defined in Exhibit A. This event shall be considered complete upon formal "Completion of Train-the-Trainer Staff Certification".

2) Agreement Term.

The **Agreement Term** shall be from **July 1, 2017 to June 30, 2018**.

Upon completion of the **Agreement Term**, this Agreement shall continue in force and the District will continue to be invoiced per the rates indicated in **Exhibit B**, as may be amended from time to time pursuant to Paragraph 4 hereof. The District agrees to pay all invoices within 30 days from the date of the invoice and Exhibit "B" of this Agreement.

- 3) Services and Use. CSA hereby agrees to provide the **Licensed System** detailed in **Exhibit "A"**. The **Licensed System** may not be assigned, sublicensed, or transferred by the District without written consent from CSA. The District may not copy or otherwise reproduce the **Licensed System** or any part thereof, except such copying as is essential for system backup, testing, maintenance, recovery purposes, and solely for its own internal use, provided all titles, trademarks, trade names, copyright notices and other proper notices of CSA are retained. The District agrees to use the **Licensed System** for lawful purposes only.
- 4) Consideration. In exchange for providing the **Licensed System** detailed in **Exhibit A**, the District shall pay to CSA a subscription fee detailed in **Exhibit B**. CSA will invoice the District based on the prior year's federal child count as supported by State Reports. CSA reserves the right to revise **Exhibit B** and the minimum fee charged to districts with fewer than two-hundred (200) special education students.
- 5) District and System Requirements. In order to utilize the **Licensed System**, the District must meet the minimum requirements described in **Exhibit C**.
- 6) Intellectual Property Rights/Confidentiality. It is agreed that any and all work, data and information that is the product of this **Licensed System** shall belong wholly to the District. All information and school data submitted or input into the **Licensed System** remains the proprietary information of the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of CSA may access the **Licensed System** and data from the **Licensed System** for provision of **Support Services**, manipulation of

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data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. Notwithstanding the above, this Agreement does not transfer ownership rights of the **Licensed System** to the District, or to any other third party. The District agrees not to modify, reverse engineer, disaggregate, or decompile any intellectual property of CSA, including, but not limited to the **Licensed System** or intentionally create derivative works based on such intellectual property. The District agrees not to distribute the **Licensed System** to any person or entity other than District personnel or contracted district personnel, or make any other improper use of the **Licensed System**.

- 7) Warranties, Exclusion of Implied and Expressed Warranties, and Limitations  
CSA warrant that the Licensed System does not infringe on any patent or copyright claimed to be a trade secret of any person who has not consented to this Agreement. OTHER THAN THE FOREGOING WARRANTY, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, ARE EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE SOFTWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT OR SOFTWARE CONFIGURATION OF THE DISTRICT; ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NO EMPLOYEE OR AGENT OF CSA IS AUTHORIZED TO OFFER A GREATER OR DIFFERENT WARRANTY OR ALTER THE WARRANTY EXCLUSION LANGUAGE IN THIS AGREEMENT IN ANY WAY. CSA in no way implies nor should any language herein be construed that CSA guarantees that the resultant IEP's generated from this case management software service are compliant with State or Federal requirements. No use of the **Licensed System** will constitute the formation of an attorney-client relationship between CSA and the District. Except in the case an action is brought against CSA based on an infringement of the United States Patent, Copyright or Trademark, CSA's liability for damages to the District for any cause whatsoever regardless of the form of action, shall be limited to the amount paid by the District to CSA under this Agreement during the year immediately prior to the rise of the cause of action. The District also agrees to indemnify CSA for any costs or damages relating to claims asserted by any third parties not included in this agreement because of the District's use of the **Licensed System**. The time period within which a Party may assert a cause of action arising from or incident to this Agreement is 365 consecutive calendar days from date on which the cause of action accrued or the date on which the asserting Party should have known that the cause of action had accrued

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- 8) Termination. Either party may terminate this Agreement at any time upon a 30-day written notice to the other Party after completion of the **Agreement Term**. The District may request, in writing, all District information stored in the **iTrack® IEP Case Management Services**. CSA will, within 60 days, provide to the District all of its information in such a format that CSA deems appropriate. The parties also agree that CSA may terminate this agreement if the District fails to provide timely payment as set forth in this agreement.
- 9) Strict Compliance. If a Party fails to exercise any right or to insist that the other Party strictly comply any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party's rights in connection with any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.
- 10) Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.
- 11) Waiver of Equitable Remedies. The Parties waive all equitable remedies including equitable rescission and rescission at law.
- 12) Bankruptcy. If, at any time, CSA seeks the protection of the U.S. Bankruptcy Act of 1978, as amended, or any applicable state bankruptcy law and:
- a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or
  - b. Has a trustee in reorganization appointed for its property, or
  - c. Files a voluntary petition for reorganization or arrangement, or
  - d. Files a voluntary petition in bankruptcy, or
  - e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
  - f. Makes an assignment for the benefit of its creditors,
- then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.

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- 13) Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
- 14) Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.
- 15) Costs. In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorneys' fees.
- 16) Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when delivered personally, or by documented overnight delivery service, or sent by telecopy, telex-fax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the party at the address set forth at the head of this Agreement, or such other address as specified in writing by such party.
- 17) Force Majeure. The parties agree that CSA will not be held responsible for non-performance under the terms of this contract stemming from events reasonably outside of the control of CSA, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.
- 18) General. This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) shall be governed by and construed under the laws of the State of Idaho applicable to contracts made, accepted, and performed wholly within Idaho, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the and any right under this Agreement may be waived in whole or in part, only by a writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in

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construction, of this letter agreement; (vi) no party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of all other parties to this Agreement (vii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of Idaho, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney's fees except in cases where the District has agreed to indemnify CSA per this agreement.

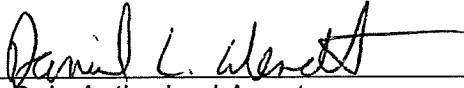
IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the date first written above:

CSA: Compliance Services Association, Inc.

By:   
Celeste Blackburn, SBS Program Director

Date: 7/21/17

SCHOOL DISTRICT: Taylor's Crossing Public Charter School

By:   
Duly Authorized Agent

Date: 7-19-17

Print: Daniel L. Wendt

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## Exhibit "A"

### LICENSED SYSTEM

The following is included in the license price:

- District data hosted on a secure server
- iTrack® web-based software usage
- Technical Support: 5 days a week via toll free number and/or email
- Supporting documentation (User Guides)
- iTrack® software upgrades
- Migration of current database
  - In electronic format defined by CSA
  - Database fields defined by CSA
- Administrative and Staff Training\*\*

\*\* Training will be held in one central location with a maximum of 12 trainees per session.

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## Exhibit "B"

### Fee For Services and Software Use

#### Pricing

**Fee: \$15** per student annually based on Child Count submitted to Idaho Department of Education.

**Training: \$25** per participant. Registration is required.

#### **Forms Customization:**

- **\$0 Updates to State Forms**
- **\$100 to add customized School District logo/header (if not currently in the software)**
- **\$100 per page for additional standalone forms (new forms that are district specific)**
- **\$250 per page for additional full functioning forms**

#### Maintenance Pricing

**Customization/Development: \$150 per hour / \$75 per half hour**

**Monthly SIS Data Integration: \$0.20** per student, based on Child Count submitted to Idaho Department of Education; to be invoiced each month the School District requests.

**Modules<sup>1</sup>: /Module**

**Data Transfer<sup>2</sup>: /transfer**

**Full SIS Data Integration<sup>3</sup> (optional): Pricing Ranges from \$1000 to \$4000<sup>4</sup>**

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<sup>1</sup> Behavioral Intervention Plan; Functional Behavioral Assessments; Personal Graduation Plans; Extended School Year; Individual Evaluations; Referrals

<sup>2</sup> Data Transfer includes database fields defined by CSA and in a format defined by CSA.

<sup>3</sup> SIS Integration includes import/export functionality between iTrackIEP and the District's SIS, provided that the SIS supports import/export functionality. Scope and timeline to be determined by CSA.

<sup>4</sup> This \$1000 to \$4000 cost includes integration between iTrackIEP and the District's SIS Data system. Fees based on frequency of integration requests.



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## Exhibit "C"

### *iTrack® System Requirements and Recommendations*

	Minimum Requirements	Optimal Configuration
<b>PC</b>	Internet Access*	Full-time, High-Speed Internet Access, 1.5Mbps or faster with 56kbps per concurrent user
	Windows 7**	Windows 8.0**, 8.1**, 10**
	IE 11	Google Chrome, Firefox
	Adobe Acrobat Reader	Adobe Acrobat Reader (latest version)
<b>MAC</b>	Internet Access*	Full-time, High-Speed Internet Access, 1.5Mbps or faster with 56kbps per concurrent user
	OS X	OS X (latest version)
	Safari, Firefox, Opera***	Google Chrome (latest version)
	Adobe Acrobat Reader	Adobe Acrobat Reader (latest version)

\* CSA cannot and does not guarantee Internet connectivity to its server. Internet access and speed are the responsibility of the District.

\*\*For all Windows Versions, we recommend a minimum of a 2-gigahertz (GHz) Pentium processor or faster (multi-core processors recommended) and 2 gigabyte (GB) or more (4 GB or more recommended) of system RAM

\*\*\* For OS X 10.4.4 and above, use Opera 30 or higher.

NOTE: Microsoft ended support for Internet Explorer for Mac on December 31<sup>st</sup>, 2005, and is not providing any further security or performance updates. CSA cannot and does not support the use of Microsoft Internet Explorer with any Macintosh Operating System.

#### ***Special Considerations***

In environments where students and faculty share the same Internet connection, care should be taken to determine the total number of potential users accessing the system. Faculty and students will often be accessing the Internet connection at the same time, increasing the load substantially at certain times of the day.

CSA recommends having a minimum of 56Kbps of bandwidth per concurrent user accessing iTrack. A district utilizing a single T1 line at 1.5 Mbps could support roughly 27 concurrent users and still maintain a full 56kbps of bandwidth per user. Using a standard 10:1 user ratio, this district could support roughly 270 potential users on this single T1. Using a 6:1 ratio would yield roughly 160 potential users.