

# EADMS™: Agreement of Terms and Conditions

For Annual Service Agreement with **Perris Union High School District**

## Description of Service

Adrylan Communications, Inc., a California corporation located at 25032 Las Brisas Rd., Murrieta, CA 92562, (hereafter referred to as "Adrylan") agrees to provide the services set forth herein in accordance with terms and conditions of this Agreement to Perris Union High School District, (hereafter referred to as "Customer"), for access to the Educator's Assessment Data Management System (EADMS™) Technology Platform. This is part of a comprehensive professional development program being implemented by Customer to foster better collaboration and instruction by teachers.

The term of this Agreement is for an annual contract spanning the 2014-2015 school year, from July 1, 2014 to June 30, 2015. Customer may withdraw from this agreement, upon 60 days written notice delivered to Adrylan's place of business, at any time without penalty.

Customer may elect to thereafter annually renew this Agreement at Adrylan's regular pricing in accordance with a written renewal Agreement executed by the parties. Upon acceptance of this Agreement, Customer shall be entitled to the level of services listed in Appendix A-H.

The cost for this annual contract is:

EADMS™ Assessment & Analytic Technology Platform	\$ 28,047.25	(Appendix A)
INSPECT Item Bank & Assessment Content	\$ 10,199.00	(Appendix B)
Scanning Software Licenses & Support	\$ <u>  n/a  </u>	(Appendix C)
Integrated Add-on Products	\$ <u>  n/a  </u>	(Appendix D)
New System Implementation: Migration & Transition Services	\$ <u>  n/a  </u>	(Appendix E)
Customized Software & Functionality	\$ <u>  n/a  </u>	(Appendix F)
Training Support	\$ <u>  n/a  </u>	(Appendix G)
Assessment & Survey Materials Production & Support	\$ <u>  n/a  </u>	(Appendix H)
Total annual contract price		\$ 38,246.25

Customer agrees that the total contract price is payable no later than 30 days past the start of the contract period.

## Assessment Technology Platform

The EADMS™ Assessment Technology Platform features and per student costs provided as a part of this contract are specified in Appendix A.

During the term of this contract, Customer is entitled to access the standard EADMS™ Technology Platform. EADMS™ is a full featured Assessment Management & Analytic Reporting System delivered as Software as a Service (SaaS).

## Optional Contract Support Services & Products

## **1. Item Bank & Assessment Content**

Item Banks and Assessment Content provided as a part of this contract are specified in Appendix B.

Customer can license Item Banks and other content from 3<sup>rd</sup> party content providers, as specified in Appendix B. Customer is responsible for selecting a content provider that supports the Question and Test Interoperability (QTI v2.1) or Accessible Portable Item Protocol (APIP) standards, or some other standardized electronic format that can easily be imported, as determined by Adrylan.

## **2. Scanning and Data Collection Support**

A list of compatible scanners, various scanning options that integrate seamlessly with EADMS™, and Scanning and Data Collection Support provided as a part of this contract are specified in Appendix C.

Customer is responsible for purchasing and installing scanners and scanning software compatible with the EADMS™ Technology Platform, if requiring a paper & pencil assessment capability. Customer can freely use any 3<sup>rd</sup> party scanning or data collection software it chooses but in that case Customer is responsible to verify the software used is capable of exporting student test results in an electronic format compatible with EADMS™. A multi-purpose data upload utility is provided within the EADMS™ platform to support this option.

## **3. Integrated Add-on Products**

Third party Add-on Products to the standard EADMS™ Technology Platform provided as a part of this contract are specified in Appendix D.

## **4. New System Implementation: Migration & Transition Services**

New System Implementation Migration and Transition services provided as a part of this contract are specified in Appendix E.

Specific tasks required to migrate data from a previous data management system, or from some other electronic-based data warehouse system are specified in Appendix E. During the transition phase Customer agrees to provide support to Adrylan data technicians to guarantee data access and data definitions are specified and made available to Adrylan to ensure accurate and timely migration of legacy data, SIS enrollment & demographics data, and state & local testing results, as specified in Appendix E.

## **5. Customized Software & Functionality**

Customer requested customized software or functionality changes added to the standard EADMS™ Technology Platform provided as a part of this contract are specified in Appendix F.

## **6. Training & Support**

Training and Support tasks and training session scheduling provided as a part of this contract are specified in Appendix G.

Customer may request and pay for additional days of training at any time throughout the term of this contract based upon fees specified in Appendix G.

## **7. Assessment & Survey Materials Production & Support**

Assessment and Survey Materials Production & Support services provided as a part of this contract are specified in Appendix H.

## **Contract Service Descriptions**

### **8. Data Services**

The EADMS™ Technology Platform delivers data services using the Software as a Service (SaaS) model, using advanced technology servers located in duplicate data centers in multiple geographic areas. Access to the EADMS™ data services shall be available to Customer by regular internet connection. Customer shall be responsible to provide all internet ready computers with appropriate browser software for its own use. Appropriate browsers must be HTML5-compliant, and include Microsoft Internet Explorer, Chrome, Firefox, and others. EADMS™ web-site pages are optimized to display at 1024 x 768 screen resolutions, however, other resolutions will work but may require additional scrolling. Some EADMS™ web-site features utilize client-side JavaScript, including client pop-up windows. EADMS™ requires the use of client-side “cookies” to track user selections. Access to the EADMS™ student online testing service requires specification of acceptable use IP ranges, if access needs to be restricted to Customer designated computer and mobile devices.

### **9. Proprietary Item Bank Data**

The EADMS™ system may contain an integrated third-party item bank, licensed from another vendor. These items are wholly owned by and proprietary to the third party vendor, and as such, are protected against unauthorized copying and use. The Customer, its employees and agents are prohibited from extracting, copying, or otherwise using any third party test item from the EADMS™ system and using it outside of the EADMS™ system. Customer acknowledges that Adrylan Communications is not responsible for the quality and content of third party item bank content. Adrylan is only responsible for providing access to third party item bank items, consistent with existing standard EADMS™ test creation, management, administration, and reporting features.

Customer access to all third party content is only available during the term of this contract. Upon contract termination, Adrylan is not liable for loss of access to any tests or student results based on third party content. Customer must make arrangements with third party content vendors for continuation of access beyond contract termination date.

### **10. Proprietary Locally Created Item Bank Data**

The EADMS™ system has the capability to allow the Customer to create its own Item bank items. Such items shall only be available to Customer and are not shared as public items among different customers. Customer certifies that the EADMS™ system will not be used to enter test items from any third-party source, such as test publishers, or download content from the Internet, including images, without authorization from the source or copyright holder. In no event shall Adrylan be liable for any violation of third-party copyrights

resulting from input of proprietary or copyrighted test items or images by the Customer, its employees or agents.

### **11. Customer Data Obligations**

Customer shall be responsible to provide Adrylan in computer ready format all enrollment and test data in accordance with Adrylan's input specification. Customer shall be responsible to provide all test, demographic and enrollment data identified with permanent, unique student and teacher identification numbers.

### **12. Security**

EADMS™ is delivered using the Secure Sockets Layer (SSL) protocol (<https://www.eadms.com>). EADMS™ also uses a secure FTP over SSL (FTPS) server for transfer of bulk Customer data. All transfer of data between EADMS™ and Customer is encrypted.

All use of the data by Customer or any of its employees shall be by creation of a user account and entry of a security password assigned to each of Customer's users. Customer shall be responsible for administering user accounts, protecting all passwords and shall be responsible for all use or alteration of data by any individual in possession of the password.

### **13. Quality of the Data Provided**

Adrylan shall provide reports and data summaries available through the EADMS™ Technology Platform. Customer shall be solely responsible for any decisions it or any other party makes based upon the data or any report created using the data.

### **14. Designated EADMS Customer Data Representative**

Customer shall designate one individual to act as Customer's Primary Data Representative who shall be responsible for transmission of all data to Adrylan and shall be the point of contact for Adrylan in the event of any questions regarding the data or services provided by Adrylan to the Customer pursuant to the Agreement.

The Customer Primary Data Representative shall be **Charles Tippie** or his representatives until, such time as Customer designates new Primary Data Representative in writing. The Primary Data Representative or designee(s) shall be the only Customer contact person authorized to perform data maintenance, addition, deletion or correction of user accounts, correction of errors in student enrollment or demographic data.

### **15. Access to Data**

Customer shall have access to the data at all times except when the system is undergoing maintenance, upgrade or repair. All reasonable efforts shall be made to schedule system maintenance, upgrade or repair during non-business hours. However, in the event Adrylan is required to perform system maintenance, upgrades or repairs, Adrylan's responsibility shall be limited to completing the work as promptly as commercially reasonable.

### **16. Additional Services**

Other data related service & support, customized software or functionality services, or assessment products requested by Customer not specifically specified in Appendix A-H at any time during the period of time covered by this contract are to be provided at additional cost. Customer shall make requests for services not provided as a part of this contract and

specified in Appendix A-H in writing and Adrylan shall respond in writing with a quotation for the additional products or services.

### **Warranty**

Adrylan makes no warranties, other than those implied by law, with respect to the data, any compilations thereof or any report generated there from.

### **Limitation of Liability**

In no event shall Adrylan be liable for any use of the data by any party, including Customer. Customer shall indemnify, pay for the defense of, and hold harmless Adrylan and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the Customer's negligent or willful acts and/or omissions in relation to this agreement.

Adrylan shall indemnify, pay for the defense of, and hold harmless the Customer and its officers, agents and employees of and from any and all liabilities, claims, debts, damage, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Adrylan's negligent or willful acts and/or omissions in rendering any services hereunder. Adrylan shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under social security, worker's compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Adrylan or any employee of Adrylan and shall further indemnify, pay for the defense of, and hold harmless the Customer of and from any such payment or liability arising out of or in any manner connected with Adrylan's performance under this agreement.

### **Amendment**

Modification or amendment of this Agreement including by waiver shall only be in writing signed by representatives of both parties.

### **Arbitration**

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

### **Applicable Law**

To the extent permitted by law, the Agreement shall be construed in accordance with and governed by the laws of the State of California.

### **Termination**

The terms of the contract shall be for the 2014-2015 School Year. Either party may terminate this Agreement prior to the expiration date, with or without cause, by delivering written notice of termination within sixty (60) days of the expiration of the Contract Year. The effective date of such

termination shall be the expiration of the then current Contract Year. Except as set forth in this Section, neither party shall have any liability to the other for any damages of any sort resulting solely from the party's termination of this Agreement in accordance with the provisions of this Section.

DISTRICT hereby accepts the terms and conditions as set forth above

Perris Union High School District

By: \_\_\_\_\_

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

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

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

ADRYLAN COMMUNICATIONS hereby accepts the terms and conditions as set forth above

By: *Anthony Tooley*

Date: May 6, 2014

Name: Anthony Tooley

Title: President

## Appendix A – Assessment & Analytics Level of Service

The following assessment and analytic technology services will be delivered as part of this contract agreement:

### EADMS™ Data Management Technology Platform Features:

- EADMS™ Data Management System Hosted at Adrylan's Data Center
  - Common Core Support
  - Test Creation & Administration Module
  - Student Online Assessment Module
  - Performance Task Creation & Assessment Module
  - Analytical Reporting Module, including:
    - Customized Enrollment Reports
    - Student Profile & Mastery Reports
    - Standards-Based Reporting Suite
    - State Mandated & Local Benchmark Performance Reports
    - System Usage Reports
      - User Monitoring of Logins and Report Access
      - Benchmark Activity & Compliance Reports
    - Custom Reports Services
      - Movement Analysis Reports
      - Scaled Score Calculations
      - Golden State Seal Merit Diploma
      - 
      - High School Exit Pass Status
    - General Purpose Report-Builder Module
  - AYP, & AMAO Reports
    - Pre-Release Estimations
    - Special Sub-Group Calculations
      - RFEP Prof/Adv 3 years
      - Meeting CELDT Criteria
      - Monitored RFEP Designations
  - Physical Fitness Test Administration & Reporting Module
  - Teacher, Principal, & Administrator Dashboards
  - Survey Module
  - Student Placement & Matriculation Module
- Support for general 3<sup>rd</sup> party Item Banks
- Unlimited phone support provided to EADMS™ Data Administrator(s)
- Electronic enrollment updates processed daily

Under this agreement, the Customer agrees to pay the following standard Technology Platform fees:

Student Count	Price / Student	Total EADMS™ Platform Cost
10,199	\$2.75	\$28,047.25

## Appendix B – Common Core Item Bank & Assessment Content

Under this agreement, the Customer agrees to purchase the following selected Common Core or CST aligned Item Banks and other content products that are compatible and EADMS™ ready. Each of the content products listed below is licensed for use only during the specified term of this contract.

Selected	Content Provider	Description	Grade Levels	Cost basis	# Students	Total Content Cost
X	Key Data Systems	Inspect™	9-12	\$1.00	10,199	\$ 10,199.00
<b>Item Bank &amp; Assessment Content contract cost:</b>						<b>\$ 10,199.00</b>



## **Appendix C - Scanning software licenses & support**

Three scanning and data collection options seamlessly integrated into EADMS™ Technology Platform are available for processing scan sheets:

### **1. EADMS™ Real-Time scanning software (LSO4)**

The EADMS™ Real-Time desktop scanning software, called LSO4, is licensed on a per-student basis. Once licensed, the Customer has the right to install the LSO4 software on as many PC computers as desired, with unlimited user access. This license option is charged annually and provides software user support, and upgrades at no additional cost.

This software is compatible with PCs running Microsoft Windows XP, Windows 7, or Windows 8 operating systems. A minimum of 4GB system memory, 30 MB hard disk space is required, plus a compatible scanning device. LSO4 real-time scanning software supports most inexpensive image-based plain paper scanners. Scanners that have been verified to work include the following:

- Fujitsu model fi-7160 (model most recommended; best performance-to-cost)
- Fujitsu discontinued models fi-6130z, fi-6130, fi-5120
- Brother model DCP-8060 & DCP-8080
- Xerox Documate 3460

Any image based scanner with a Twain-compliant PC driver should work. Any scanner not on the above list must be verified prior to use. A PC application can be provided to test any scanner models that are not on the above list.

### **2. Scan-to-Network**

The EADMS™ Scan-to-Network data collection option utilizes internet-enabled scanners owned by the Customer and transfers scan sheet images to Adrylan's FTP server where they are processed in near real-time, usually within a few minutes after being received.

Compatible internet-enabled scanners include most late model Multifunction Printers (MFPs) that are capable of generating J-PEG, PNG, or TIFF grayscale images at 300 dpi, and can auto-transmit to an external FTP server. Any MFP intended to be used as a Scan-to-Network device must first be tested and verified for scanning image accuracy before being assumed to work. Adrylan offers assistance with this testing at no additional cost.

MFPs used for Scan-to-Network data collection can experience high usage volume during assessment periods and for that reason, the Customer may need to purchase dedicated MFPs to support this need. Adrylan offers high-quality Lexmark brand MFPs at a discounted price.

### **3. GradeCam™**

GradeCam™ scans paper assessment scan sheets using most web or document cameras. EADMS™ has an embedded GradeCam™ interface. GradeCam™ is licensed per student and can be purchased district-wide or by site.

Appendix C continued...

Under this agreement, the Customer agrees to purchase the following selected Scanning Software Licenses & Support Products:

Selected	Description	Term	Cost basis	# Students / # Units	Total Cost
X	EADMS™ LSO4 Scanning Software	Perpetual	No cost		
X	EADMS™ Scan-to-Network Software License	Perpetual	No cost		
<b>Total Scanning software licenses &amp; support contract cost:</b>					<b>\$ 0.00</b>

## Appendix D – Integrated Add-on Products

Under this agreement, the Customer agrees to purchase the following selected Integrated Add-on Products to the EADMS Technology Platform: <sup>TM</sup>

Selected	3 <sup>rd</sup> Party Vendor	Description	Cost basis	# Students	Total Cost
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
					\$ _____
<b>Total Integrated Add-on Products contract cost:</b>					<b>\$ 0.00</b>

## Appendix E – New System Implementation: Migration and Transition Services

Under this agreement, there are no New System Implementation Migration and Transition Services:

Selected	Description	Scheduled to be Completed By	Cost basis	Total Cost
<b>Total New System Implementation: Migration &amp; Transition Services contract cost:</b>				<b>\$ 0.00</b>

## Appendix F – Customized Software & Functionality Changes

Under this agreement, there is no Customized Software and Functionality changes to the standard EADMS™ Technology Platform:

Selected	Description	Scheduled to be Completed By	Total Cost
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
<b>Total Customized Software &amp; Functionality changes to EADMS™ Technology Platform contract cost:</b>			<b>\$ 0.00</b>

## Appendix G – Training Services

Under this agreement, there are no pre-ordered Training Services:

Selected	Description	Scheduled Dates	Total Cost
	EADMS™ Administrator Training - delivered along with a scheduled Train-the-Trainer session		\$ 0.00
	Train-the-Trainer - one full day session @ \$1,495		\$ 0.00
	Train-the-Trainer follow-up - one full day session @ \$1,495		\$ 0.00
	Assessment Creation Professional Development Training - one full day session @ \$1,495		\$ 0.00
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
<b>Total Training Services contract cost:</b>			<b>\$ 0.00</b>

## Appendix H – Assessment & Survey Materials Production & Support

These services include graphics formatting, proofing services, project management & production scheduling, printing, scanning, and delivery & pickup of locally created assessment or survey products.

Under this agreement, there are no Assessment and Survey Materials provided during the term of this contract.

Selected	Description	Scheduled Delivery Date	Qty	Unit Price	Shipping & Handling	Total Cost
<b>Total Materials Production contract cost:</b>						<b>\$ 0.00</b>