



Butte County Office of Education, CA

Prepared for Tim Taylor and Neil Meyer by Casey
Mikula on January 17th, 2017

We Give You Superpowers

Apptegy was founded to help schools build stronger relationships with their communities. We believe that by making it really simple for schools to engage with parents, students, faculty, and community members; schools will see more community interaction and student success.

In our mobile and increasingly connected world, schools have been stuck updating a myriad of different tools to make sure parents hear their messages. At Apptegy, we've developed a platform which allows you and your team to manage all of your communication channels from a single place. This means you'll share more stories with your community without creating more work for your staff.

We build beautiful mobile apps for Android and iPhone that focus on what really matters: the user experience. No pinching and zooming to read cafeteria menus or redirections to websites within the app. A user experience that delights parents and community members means they will continue to come to the app for meaningful information.

Get access to the most powerful communication tool on the education market: our Thrillshare publishing platform. With Thrillshare, you can share a message once and it will automatically update your website, iPhone app, Android App, Facebook, Twitter, as well as send text messages, voice calls, emails, and push notifications.

Mobile apps, websites, and a district's social media presence are only valuable if they are kept updated. Thrillshare makes it easy to assign roles and privileges to your team to update the information that they care most about. Coaches can update sports scores, teachers can share what is happening in class, and principals can post upcoming events.

By eliminating the technological barrier required to communicate, opportunities for content creation are shared with your whole team. With this level of customization and control, you can be confident about the message that is shared with your community.

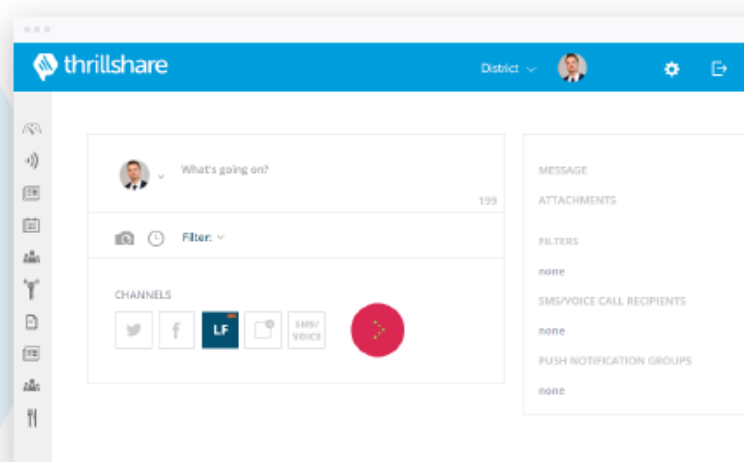
Become a storytelling superhero and see the power that comes from sharing the amazing things that are happening in your schools, one story at a time.

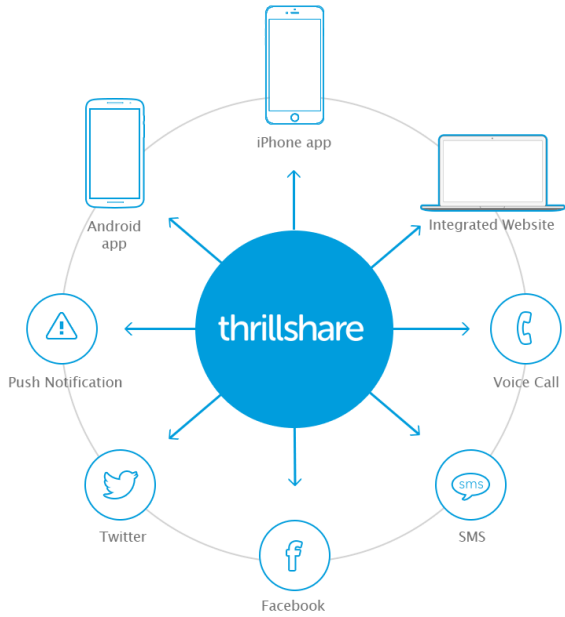


- 1 Enter your content into the Thrillshare platform
- 2 Click submit!

That's it! Thrillshare will then distribute your content and images to your selected outlets in the format needed for that channel.

It doesn't get any easier than that.



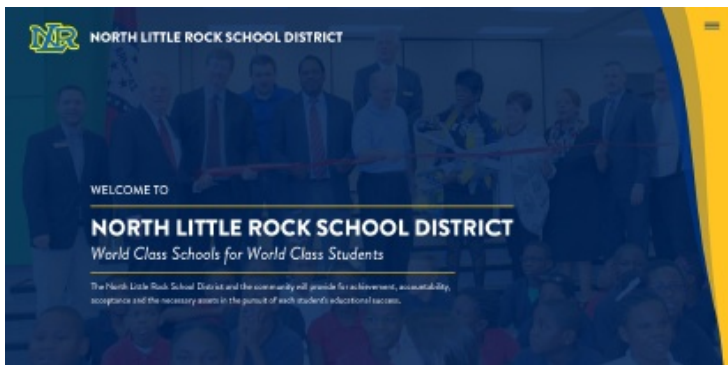


Alerts: text messages, voice calls & push notifications.

Imagine being able to send Push Notifications, Text Messages, and Voice Calls from the same system you use to update your website, mobile apps, and social media.

Mobile apps

How many times a day do you check your phone versus your computer? Your audience is using mobile devices at twice the rate to connect with what they are about. A mobile app is **the best** way to connect with your school community.



Websites

Websites have changed very little since their inception and it is time for a change. Our interactive websites provide a much better user experience for your audience.



Software and Service Agreement:

This Software & General Service Agreement, effective {today's date} is between Apptegy ("COMPANY"), an Arkansas Corporation having its principal offices at 425 W. Capital Suite 3100 Little Rock, AR 72201 and ("CLIENT")

1. Scope of Agreement

This General Service Agreement is subject to the terms and conditions set forth in this document.

COMPANY agrees to provide any applicable Services at the prices and for the term set forth in this agreement. CLIENT agrees to abide by the terms and conditions for this agreement and to pay COMPANY the complete price for the Services

2. Restrictions and Responsibilities

CLIENT General will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Software

3. Warranties & Disclaimers

COMPANY shall use reasonable efforts consistent with prevailing industry standards to maintain the services in a manner which minimizes errors and interruptions in the services. Services may temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by COMPANY or third-party providers, or because of other causes beyond COMPANY'S reasonable control.

However, company does not warrant that the services will be interrupted or error free.

4. Confidentiality; Proprietary Rights

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees to take reasonable precautions to protect such Proprietary Information.

5. Term & Termination

This agreement shall continue in full force and effect based on the term agreed upon in the pricing table and shall be automatically renewed for additional periods of the same duration as the Initial Service Term, unless either party requests termination at least thirty (30) days prior to the end of the current term.

6. Payment of Fees

Customer will pay Company all applicable fees described in the pricing table for software & services. Company will bill Client 50% upfront and the remaining 50% will be billed 1 week after the apps are available in the apple and google app stores.

7. Severability

If any of the provisions of this agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the entire agreement unenforceable, but rather the entire Agreement shall be construed as if not containing that particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties shall be construed and enforced accordingly.



Signature Certificate

Document Ref.: WMXWU-K8EXX-CZXR9-J5FNH

Document signed by:

	<p>Tim Taylor Verified E-mail: ttaylor@bcoe.org</p>	 
<p>IP: 198.189.126.189 Date: 02 Mar 2017 22:57:48 UTC</p>		

Document completed by all parties on:
02 Mar 2017 22:57:48 UTC

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Signed with PandaDoc.com

Send, track, annotate and sign documents
online in a fast, secure and professional way.



Addendum to Technology Services Agreement for California Education Code § 49073.1 Compliance

This Addendum No. 1 is entered into between Butte County Office of Education (“LEA”) and Apptegy, LLC (“Service Provider”) on 3/2/2017 (“Effective Date”).

WHEREAS, the LEA and the Service Provider entered into an agreement for technology services titled Software and General Services Agreement (“Technology Services Agreement”) on 3/2/2017 and any addenda on 3/2/2017;

WHEREAS, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 (“AB 1584”), the California Education Code, the Children’s Online Privacy and Protection Act (“COPPA”), and the Family Educational Rights and Privacy Act (“FERPA”);

WHEREAS, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

WHEREAS, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with AB 1584.

NOW, THEREFORE, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records¹ obtained by Service Provider from LEA continue to be the property of and under the control of the LEA.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: Not Applicable – this technology will not be used to store pupils’ work.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: – this technology will not be used to store pupils’ work.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by the following protocol: Parent will contact the BCOE Student Information System’s Specialist at (530) 532-5615 to review and correct (if necessary) contact information in the student information system per parent, legal guardian or eligible pupil request.

¹ Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:
 - 1) When working with our integrations team to set up your alerts system, we make sure that only relevant student information is being sent over to our servers (to prevent any unnecessary data transfer).
 - 2) When transferring information from your local servers or School Information System to our servers, we follow security best practices and utilize encrypted methods where possible. All data is processed directly to our databases. Our data is stored on AWS² with measures in place so that publically accessible information (such as that posted on your website and apps) and private information (such as alerts and call lists, with staff and student information) are kept separate where applicable.
 - 3) We utilize firewalls to lock down information and prevent access from unauthorized users.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure: As soon as unauthorized disclosure is reported or discover, Service Provider will notify the BCOE Student Information System's Specialist at (530) 532-5615 and BCOE ITS at (530) 532-5770 and supply as much detail as possible, including date(s) of disclosure, name(s) affected, information disclosed, steps taken to prevent further disclosure, and Service Provider contact information for possible media inquiry.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure: Service Provider will certify within 30 days of Technology Services Agreement completion, that all LEA's information has been removed from all servers (including production, development, staging, cloud), all backup systems and all disaster recovery systems.

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure: LEA will designate Apptegy as a "School Official" with "Legitimate Educational Interest" in the LEA's annual FERPA notice. Service Provider agrees to this designation in order to consume pupil and guardian contact information so that the LEA may use the Service Provider's messaging services.

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

Date: 3/2/2017


 Butte County Office of Education

Date: 1/25/2017


 Apptegy, LLC

² https://d0.awsstatic.com/whitepapers/compliance/AWS_FERPA_Whitepaper.pdf and <https://aws.amazon.com/compliance/>