



**monroe one**  
EDUCATIONAL SERVICES


**Daniel T. White**

*District Superintendent*

**Lisa N. Ryan**

*Assistant Superintendent for Finance & Operations*

TO: Members of the Board of Education  
Mr. Daniel White

FROM: Lisa N. Ryan 

SUBJECT: Contract Approvals

DATE: June 11, 2024

The purpose of this memo is to request that at our June 20, 2024, Board of Education meeting the Board adopt a resolution to approve the following contracts:

- US Omni/ TSA – Business Office – per attached
- CaseWood - Office of Student Programs and Services - per attached
- Family Zone Inc dba Linewize – Regional Information Center – per attached
- Custom Computer Specialists - Regional Information Center – per attached

Should you have any questions please contact me prior to our June 20 meeting. Thank you.

## AMENDMENT

AMENDMENT made this 20<sup>th</sup> day of June 2024 to the Student Management System Services Agreement ("Agreement") dated August 20, 2020 between the Monroe 1 Board of Cooperative Educational Services (hereinafter referred to as the "BOCES") and Custom Computer Specialists (hereinafter referred to as the "Custom")

WHEREAS, the parties entered into an Agreement dated August 20, 2020 establishing the rights and responsibilities of the BOCES and Custom for services to be provided to the BOCES; and

WHEREAS, the parties are desirous of providing for amendment of said Agreement;

NOW, THEREFORE, based upon the mutual covenants and understandings between the parties, it is understood and agreed:

Exhibit C to the Agreement is amended to add subsection (h), which shall provide as follows: "(h) A copy of Vendor's Data Privacy and Security Plan, which the vendor affirms complies with 8 N.Y.C.R.R. 121.6 is attached hereto as Attachment 1 and is incorporated herein by reference as if fully set forth herein."

### SCOPE OF SERVICES

Exhibit A, Section 2.1 of the Agreement shall be replaced with the updated Section 2.1 below.

**The Monroe 1 Board of Cooperative Educational Services**

BY:   
Daniel T. White, District Superintendent

Date:

6/12/24

**Custom Computer Specialists, LLC**

BY:   
JP Nel, Executive Vice President

Date:

5/29/2024

## Exhibit A — Product and Implementation Pricing

### 1. RESELLER AUTHORIZATION

In accordance with Section 3 (Infinite Campus Reseller Authorization) and Section 4 (Services and Responsibilities) of this Agreement, BOCES Trainers and Support Services Representatives (SSR) will be granted the right to provide Training and Support Services to BOCES contracting districts as defined in this Exhibit, and subject to successful completion of all certification requirements.

### 2. PRODUCT AND IMPLEMENTATION SERVICE PRICING

#### 2.1 Product Pricing

This section contains product pricing for BOCES. As defined in Section 5 (Charges and Payments) of this agreement, BOCES will be granted reseller rights to Infinite Campus licensing, application hosting, and support for its contracting districts. BOCES also accepts the terms and conditions stipulated in the Consortia Agreement (Exhibit D).

<i>Product/Service</i>	<i>Description</i>	<i>Annual Cost</i>
<b>INFINITE CAMPUS DISTRICT EDITION*</b>  <i>Used interchangeable with INFINITE CAMPUS SIS</i>	This is the core product module, and includes: Regular product Updates, Upgrades (as defined in this agreement), Hosting*, Maintenance, and Support.	\$ 13.70
		Pricing is per student/ per year. Minimum license fee per district is \$8,800/year.
<b>HOSTING DIFFERENTIAL</b>	Three options as defined below:	
	<u>In-District Hosting</u>	
	Option to host Infinite Campus locally at the district on Infinite Campus provided hardware.	<u>Student Count &gt;= 5000</u> \$ 0.50 per student per year.
		<u>Student Count &lt; 5000</u> \$(7500 – student count) per year.
	<u>Cloud Choice Hosting</u>	
	Hosted on Campus owned equipment in an Infinite Campus data center	<u>Student Count &gt;= 5000</u> \$0
<u>Student Count &lt; 5000</u> \$(5000 – student count) per year.		
<u>BOCES Hosted</u>		
Hosted on a secure server hosting environment at BOCES' facilities (BOCES owned hardware)	\$1 credit per student per year.	
<b>MESSENGER WITH VOICE**</b>  The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.	The Campus Messenger (component) license fees include product updates, upgrades (as defined in this agreement), and support.	\$2.25 per student per year  One-time \$500 setup fee to enable optional Remote Dial-In.
	The VOIP lines provided by ShoutPoint are now Telecom Fees and in conjunction with Campus Messenger with Voice will be invoiced by Custom Computer Specialists.	300 student calls per line at \$345.00 per line. One-time \$500 setup fee to enable optional text messaging.
<b>FOOD SERVICE MODULE***</b>  The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.	Licensing fees for the Food Service Module include: Updates and Upgrades (as defined in this agreement), Hosting, and Support.	\$ 2.85 per student/ per year.
	Approved food service hardware and warranties may be required and can be purchased separately at the pricing available at the date of purchase. A list of current hardware and pricing are provided below.	

<p><b>CUSTOM BACKPACK</b> <i>Districts who signed up prior to July 1, 2015</i></p>	<p>Enables Districts to schedule and publish custom reports on the Campus Portal. Additionally, one-time costs apply for incorporating reports into the Backpack. Costs vary based on the complexity of the integration.</p>	<p>\$8,000 annually for districts with less than 10,000 students \$12,500 annually for districts with 10,000 or more students.</p>	
<p><b>CUSTOM BACKPACK</b> <i>Districts who signed up after July 1, 2015</i></p>	<p>Enables Districts to schedule and publish custom reports on the Campus Portal. Additional one-time costs apply for incorporating reports into the backpack. Costs vary based on the complexity of the integration.</p>	<p>\$2.25 per student annually. Minimum \$4,500.</p>	
<p><b>CUSTOM DATA VISUALIZATION****</b></p>	<p><b>Baseline Package</b> Enables districts to build and embed interactive Tableau dashboards into the Infinite Campus interface.</p>	<p>\$3 per student, plus Creator licenses, server fees, implementation and service fees as noted below. <u>Minimum \$9,000 (licenses only) for new Custom DataViz clients.</u> Pricing for existing Custom DataViz clients are not adjusted at this time.</p>	
	<p><b>Tableau Data Management License</b> Includes Tableau Prep Conductor and Tableau Catalog.</p>	<p>25% of the total cost of Tableau Creator and Viewer licenses. *** Required for new districts. Details will be shared in each contract.</p>	
	<p><b>Tableau Server Management License (Optional)</b> Allows for enhanced programable management of Tableau Server</p>	<p>15% of the total cost of Tableau Creator and Viewer licenses. *** Details will be shared in each contract.</p>	
	<p>***Tableau Creator and Viewer License (Minimum 2)</p>	<p>\$900 per license.</p>	
<p><b>INFINITE CAMPUS ONLINE REGISTRATION("OLR")</b>  The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.</p>	<p>Two options as defined below:</p>		
	<p>Option I: Prime</p>	<p>Prime is configurable</p>	<p>\$2.50 per student, minimum \$9,500</p>
	<p>Option II: Basic</p>	<p>Basic is not configurable</p>	<p>\$1.25 per student, minimum \$2,000</p>
<p><b>REPORT TRANSLATION MODULE</b> formerly known as Multi Language Editor</p>	<p>The Campus Report Translation Module allows districts to support multiple language reportcards.</p>	<p>\$.25 per student, per year (\$2,000 minimum per year)</p>	
<p><b>CAMPUS DATA CHANGE TRACKER (Cloud Choice Only)</b> for districts with less than 60,000 students.</p>	<p>This product is only available for renewal and has been replaced by the Campus Data Suite  Provides Districts the ability to track and view data modified within Infinite Campus.</p>	<p>For existing clients only-.05/student, per year, per year of data, (\$1,000 minimum for first year)  For existing clients currently on this plan, 1 Year Rolling Data \$1,000, 2 Years Rolling Data \$1,000 + \$.05 Annual/Fixed/Per Student, 3 Years Rolling Data (each additional year + \$.05)\$1,000 + \$.10 Annual/Fixed/Per Student</p>	
<p><b>CAMPUS DATA CHANGE TRACKER (On-site hosting only)</b> for districts with less than 60,000 students.</p>	<p>Provides Districts the ability to track and view data modified within Infinite Campus.</p>	<p>\$7,500 per year for 3 years' of transactional data.</p>	
<p><b>CAMPUS DATA SUITE</b></p>	<p>Includes Data Access Viewer, Data Validation and Data Change Tracker (6 months) Requires Campus Cloud Choice or In-District Hosting  Campus Data Suite-Additional Data Change Tracker Years- Requires Campus Cloud Choice or In-District Hosting</p>	<p><b>License</b> 1-250 students Minimum of \$500.00 251-24,999 students \$2.00 per student annually 25,000 + students \$50,000 annually \$.05 increments per year, Annual/ Per student <b>Support</b> Applies when initial term starts after 3/1/2023 \$0.20 per student</p>	

<p><b>CAMPUS WORKFLOW SUITE*****</b></p>	<p>Provides Districts the ability to Scan for improved attendance efficiency, Absence Requests on the portal and Events and Actions.</p>	<p><b>License</b>  1-250 students, \$500.00 minimum  251-24,999 students, \$2.00 per student annually  25,000 + students, \$50,000 annually  <b>Support</b>  Applies when initial term starts after 3/1/2023  \$0.40 per student</p>
<p><b>CAMPUS ANALYTICS</b></p>	<p>Campus Analytics Suite includes tools to improve district-wide data integrity for more accurate analysis, reporting and prediction of students at risk of not persisting to graduation. The suite is fully integrated with Campus SIS.</p> <p>Only available for Cloud and Cloud Choice Hosted Districts</p>	<p><b>License</b>  1-250 students, \$500.00 minimum  251-24,999 students, \$2.00 per student annually  25,000 + students, \$50,000 annually</p>
<p><b>IMPLEMENTATION AND RELATED SERVICES*****</b></p>	<p>Districts may require services specific to implementing products listed above or contract with custom for services. Services include: Project management, development and data services, professional development, and consulting services.</p>	<p>The latest available daily pricing is used to arrive at the cost of implementing products or provide services. Total cost of services is based on the agreed scope of service for each implementation or service request. One time not to exceed \$40/student with a minimum of \$19,995</p>
<p><b>CERTIFICATION TRAINING FOR BOCES SUPPORTED DISTRICTS</b></p>	<p>Various certification classes are offered by Custom Computer Specialists and Infinite Campus.</p> <p>The list includes, but are not limited to Schema Training, and Custom Report Development.</p>	<p>Pricing will not exceed \$500 per day perperson.  Some sessions are less than \$500/day per participant</p>
<p><b>CAMPUS LEARNING</b>  Campus Learning is the Infinite Campus LMS that connects teachers to new, powerful tools for digital learning. Campus Learning is a premium option for Campus Instruction.</p>	<p>District wide license.</p> <p>As of 7/1/2023, Building licenses only will no longer be available for renewals</p>	<p><b>License</b>  \$2.00/student, minimum \$500, Maximum \$50,000. This applies to all clients. Additionally, there is a \$.40 per student support fee on all new transactions.  As of 7/1/2023, all existing and new Campus Learning clients will be billed at \$2/student  <b>Support</b>  Applies when initial term starts after 3/1/2023  \$0.40 per student</p>
<p><b>CAMPUS DATA WAREHOUSE SERVICE</b>   (Previously just called Campus Data Warehouse)</p>	<p>Three options as defined below:</p>	
	<p><u>In-District Hosting</u></p>	
	<p>Option to host the Campus Data Warehouse locally at the district on district provided hardware.</p>	<p>One-time setup fee of \$1,200</p>
	<p><u>Cloud Choice Hosting</u></p>	
	<p>Hosted on Campus owned equipment in anInfinite Campus data center- Equipment is prepared for disaster recovery, overnight replacement, 24/7 monitoring, data warehouse creation. All equipment is hosted in a redundant hosting environment.</p>	<p>An Infinite Campus ticket needs to be submitted for each service request. Pricingwill be provided via the ticket based on the customer's database size.  Cost will not exceed \$6,800.  All requests for this service is reviewed and approved on a case by case basis.</p>
<p><u>BOCES Hosted</u></p>		
<p>Hosted on a secure server hosting environment at BOCES' facilities (BOCES owned hardware)</p>	<p>One-time setup fee of \$1,200</p>	
<p><b>Campus Yearly Event Series Y.E.S. Subscription</b></p>	<p>A district wide professional development offering a wide array of Infinite Campus topics. All trainings are virtual.</p>	<p>Based upon district total student enrollment.  Not exceed \$5,000 per district.</p>

<i>CUSTOM PASSPORT</i>	New offering. Details to be shared in 2024.	Not to exceed \$1,800 annually plus \$1/student/year
<i>Custom Managed Services</i>	CMS was designed to provide Infinite Campus districts with premier products and service options over and above those outlined in their standard support agreement.	\$10,100.00 annually
<i>Campus Ad Hoc Server Service</i>  (Often used for DataViz deployments / Data Warehouse / Report Cloud Server Service) These "cloud" services are hosted by Infinite Campus.	Pricing can be as low as \$2,800 per server but varies based on client needs/requests and is primarily affected by the number of core processors as Microsoft licenses their software per core. An Infinite Campus ticket needs to be submitted for each server request. Pricing will be provided via the ticket based on the customer's specifications and target application requirements. Equipment is prepared for disaster recovery, overnight replacement, 24/7 monitoring, Equipment is configured to support hosting of the reporting service. All equipment is hosted in a redundant hosting environment. Cost will not exceed \$6,800.  All requests for this service is reviewed and approved on a case by case basis.	
<i>504 Software</i>	Enables Districts effortlessly track and manage 504 eligible students. \$1.25 per student, minimum 1,500 students, \$300 annual support fee \$1,600 one-time training (1-10,000 students), \$2,200 (10,001 – 20,000 students)	
<i>Spotlight</i>	Enables Districts to track and analyze behavior through dashboards in Infinite Campus \$1.25 per student, minimum 1,500 students, \$300 annual support fee \$1,600 one-time training (1-10,000 students), \$2,200 (10,001 – 20,000 students)	
<i>SWARM</i>	Enables districts to track teacher concerns, social worker referrals, case note, activity, group work and more \$1.25 per student, minimum 2,000 students, \$300 annual support fee \$1,600 one-time training (1-30,000 students).	
<i>Student Feeder</i>	Allows for seamless student moves between feeder districts. Reduce the costly process of importing feeder district data with the Campus Student Feeder. Implementing a standardized file layout, feeder districts can export data into a standardized format which can be imported by your district with a few simple steps.  District Feeder System (send only) \$500 annually District Feeder System (send/ receive) \$1,000 annually	
<i>Staff Evaluations</i>	Provides tools for staff performance including evaluation templates, defining rating scales and the ability to upload supporting documentation. It evaluates all staff members using an integrated and streamlined process.  Based upon student count as follows: 1-666 \$1,000 annual fixed cost 667-6666 \$1.50 annual per student 6,667 + \$10,000 annual fixed cost	
<i>Workshops</i>	Workshops given by CustomTech and/or Infinite Campus throughout the year. These will vary in length and cost according to the offer.  Cost will not exceed \$2,400 per workshop per person.	

<i>Remote System Administration</i>	Experienced Custom staff will provide System Administration services to districts in need. The rate is \$120/hour for commitments of 60 days or longer.
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\* Hosting fees include the necessary web server, application server, and database server hardware and database software.

\*\*Additional hosting is not required for Campus Messenger with Voice. Campus Messenger with Voice is powered by Shoutpoint (Telecom Fees).

**\*\*\*Custom Data Visualization**

Priced at \$3/student annually for base product.

- Each Tableau Creator license has an annual fee of \$630.00-\$900.00.
- One Creator license is required for nightly processes.
- Includes Tableau Server Viewer licenses scaled by student count.
- Tableau Data Management which provides automation of data flows and Tableau Catalog is included in base product. This product is optional for existing districts who do not currently have Data Management.
- Minimum student count of 3000 (all new clients). Pricing for existing Custom DataViz clients is not adjusted at this time.
- Includes unlimited access to the Custom Visualization Template Library. This is an ever-growing repository of analysis templates, including visualizations for common data elements and dashboards.
- Implementation package includes two days of Initial Training.

Services Configuration includes Campus Data Warehouse setup, Tableau Server software installation and configuration and Template Library installation on the district or Campus Hosted Tableau server.

- A Campus Data Warehouse server is not included as part of this product.
- District must provide a server for installation/hosting of the Tableau server software or district may contract for Infinite Campus to host the Tableau server software.

\*\*\*\*\*Infinite Campus Daily Service Rates: Effective July, 2023

Infinite Campus Service rates provided by Custom Computer Specialists, LLC are provided below.

<i>Service Category</i>	<i>Daily Rate</i>		<i>Hourly Rate for Remote Services</i>
	<i>Remote</i>	<i>Onsite</i>	
Training Services (Onsite or WebEx) <i>Excludes Customer Report Training and Scheduling Training</i>	\$1,400/day	\$1,800/day	\$175/hour
Onsite Support Services	\$1,400/day	\$1,800/day	\$175/hour
Custom Report Development <i>Including Custom Report Training</i>	\$1,600/day	\$2,000/day	\$200/hour
Project Management (Onsite or WebEx)	\$1,800/day	\$2,200/day	\$225/hour
Consultative Services (Onsite or WebEx)			
<i>Includes Master Schedule Training/Building</i>	\$1,800/day	\$2,200/day	\$275/hour

- District approved travel for utilizing non-local resources will be invoiced separately based on Custom's Travel Expense Guidelines.

**Travel Expense Guidelines**

Item	Policy	Not to exceed daily rate per person
Airfare/Train Fare	Actual cost.	\$1,000
Transportation to/from Airport	Actual cost. Custom Computer Specialists uses a car service.	\$500
Ferry	Actual cost.	\$300
Rental Car / Cab Fare	Actual cost.	\$300
Gas for Rental Car	Actual cost.	\$50
Hotel	Actual cost.	\$500
Mileage (used in cases where an employee uses his/her private vehicle for travel)	Fixed rate per mile determined by Custom Computer Specialists' travel policy which is based on IRS guidelines.	\$500
Tolls	Actual cost.	\$200
Parking	Actual cost.	\$200
Meals & Incidentals	A fixed daily rate determined by Custom Computer Specialists' travel policy is used. This daily "Per Diem" is based on IRS guidelines.	\$100

- Onsite services are billable in full day increments only.
- Consecutive onsite days will be discounted at a 10% rate (\$1,620 for training, \$1,980 for consulting).
- Remote training can be in 4 hour increments (2 sessions = 1 day of training).
- Except for weather or school closing related cancellations where BOCES or the District is still responsible for Travel, all cancellations within the cancellation blackout period will be assessed a \$500 cancellation fee. Onsite training must be cancelled 7 days prior to the scheduled training, and remote training 3 days prior to scheduled training to avoid paying cancellation fees.
- All payments are due net 30 days from the date of invoice.



## 2.2 Collaborative Support Program

A Collaborative Support Program is made available to all NEW districts (not previously on Infinite Campus) contracting through the BOCES. This program is a trial program and will be evaluated each year on a case by case basis. The current program (described below) ends on December 31, 2024.

This program is designed to lower the onboarding cost and provide additional services to new districts on Infinite Campus. This program is only offered through BOCES. Districts may purchase this as an additional offering or BOCES may include these services in their own support offerings and contract with Custom for the services.

	<b>Level I</b> 5 Years Minimum	<b>Level II</b> 4 Years Minimum	<b>Level III</b> 3 Years Minimum
<b>Services</b>	<b>\$9,995</b>	<b>\$14,995</b>	<b>\$19,995</b>
Proactive Rx Notifications (State Reporting) Customized Ad-hoc Suite of Reports Monthly WebEx Learning Series Startup Custom Reports	Included	Included	Included
Active Server Monitoring Unlimited Data Imports (Single Table) Unlimited Single Rule Data Updates Unlimited Data Restores Report Server Migrations Database Schema Support Suite of Value-Add Custom Reports Report and Integration Warranty Growth Planning and Tracking		Included	Included
Up to 56 hours of Professional Services. This includes Customized Development (reports and integrations), Premium Product Professional Development ( <i>Use WebEx in 2 hour increments or 8 hour increments when onsite. Travel excluded</i> ), and Premium Product Solution Consulting ( <i>Use WebEx in 2 hour increments or 8 hour increments when onsite. Travel excluded</i> ).			Included
<b>Implementation Fees (New Districts Only)</b> Project Management Conversion Training Solution Consulting	<b>One Time Fee</b> \$10/Student (\$20,000 Min.)	<b>One Time Fee</b> \$15,000	<b>\$0</b>

## 2.3 Payment Terms and Invoicing

The annual license renewal fees for each member district will be billed to BOCES on July 1st of each year.

The implementation services fees will be invoiced to BOCES in three equal installments as follows:

- The first installment is invoiced upon completion of the Project Kickoff meeting
- The second installment is invoiced upon completion of the Coach Team Training
- The final installment is invoiced upon achievement of the final Data Conversion and Go-Live milestone

## 2.4 Implementation Service Pricing

Custom will work closely with BOCES through the sales cycle for each district and through the contract development phase. In accordance with Section 3 (Reseller Authorization) of this agreement, Custom will provide all integration and implementation services. Upon request for pricing by a BOCES member district, BOCES will request that the district complete a District Information and Profile Form. This form provides critical information, including information about the district's infrastructure, building and student counts, and legacy software systems. Custom will use this information, as well as any other necessary information gathered through BOCES, or directly from the district, to provide Implementation Service pricing to BOCES based on pricing shared in section 2.1

Pricing will vary from district to district, based on size and other district-specific requirements. One-Time not to exceed \$40/student with a minimum of \$19,995.

Implementation Services quotes will include the following components.

<b>Service</b>
<b>Data Conversion Services</b> <ul style="list-style-type: none"><li>- Scope will be defined based on the district's request for historical volume, as well as the type of legacy system.</li><li>- Includes up to 3 trial conversions, plus one final iteration of converted data.</li><li>- Extensive Quality Assurance Testing</li></ul>
<b>Training</b> <ul style="list-style-type: none"><li>- As defined in Exhibit B, section 2.1, this includes any onsite, end-user training requested of Custom by BOCES</li></ul>
<b>Project Management</b> <ul style="list-style-type: none"><li>- Project planning &amp; management, resource planning and management, overall schedule tracking and reporting, quality assurance.</li><li>- 3 day dedicated Project Kickoff (districts larger than 1500 students)</li><li>- Primary point of contact for all implementation issues.</li></ul>
<b>Installation and Configuration</b> <ul style="list-style-type: none"><li>- Includes SQL Server database, Tomcat Application Server, and Messenger Communications Server</li><li>- Configuration to support the district's network, firewall, proxy, and routing policies.</li></ul>
<b>Configuration and Setup Workshops</b> <ul style="list-style-type: none"><li>- Scheduling workshops with elementary and secondary schedulers</li><li>- Core Team Policy and Procedure workshop</li><li>- Building Coach Orientation</li><li>- Custom Reporting workshop</li><li>- Other critical administration setup and configuration</li></ul>

## 2.5 Price Guarantee

The Infinite Campus Software license fees will not increase more frequently than once every 12 months. BOCES will be notified of any pricing change, in writing, no later than December 15<sup>th</sup> of each year for renewals taking effect in July of the following year. Price increases will not go into effect for a particular district until their current one year license agreement expires.

## STUDENT MANAGEMENT SYSTEM SERVICES AGREEMENT

This agreement ("Agreement"), dated August 20 \_\_\_\_\_, 2020 (the "Effective Date") is entered into by and between the Monroe 1 Board of Cooperative Educational Services, ("Monroe RIC"), having its principal offices at 41 O'Connor Road, Fairport, New York 14450 and Custom Computer Specialists, Inc., a corporation with offices at 70 Suffolk Court, Hauppauge, NY 11788 ("Custom").

WHEREAS, Custom resells Infinite Campus software products and other information technology hardware and software products and provides a variety of procurement, implementation, installation, integration, hosting, technical support and training services for school districts and other customers; and

WHEREAS, Monroe RIC requires such products and services for its own use or for use by its member school districts and desires to engage Custom to provide the products and services described in this Agreement in accordance with the terms described herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound, the parties hereby agree as follows:

### 1. DEFINITIONS

"**Confidential Information**" shall mean the contents of this Agreement and all information disclosed by either party to the other, whether in writing or orally, directly, indirectly, and/or through a platform including, but not limited to, all student data and information covered by Education Law Section 2-d and its implementing regulations, either party's operations, customers, students, prospects, know-how, design rights, trade secrets, market opportunities and business affairs communicated or disclosed to the other party in connection with this Agreement.

"**Products**" shall mean all of the Infinite Campus licenses and software products and any third party items (hardware, software, cables, connectors, etc.) purchased by Monroe RIC from Custom under the terms of this Agreement as specified by a Statement of Work.

"**Services**" shall mean all of the procurement, implementation, installation, integration, hosting, technical support and instructional services performed subject to the terms of this Agreement as specified by a Statement of Work.

"**Statement of Work**" means any description of work attached to or referencing this Agreement that is signed by an authorized representative of each party. The parties contemplate that at least one but possibly more Statements of Work may be executed pursuant to this Agreement. Each Statement of Work is part of this Agreement and is subject to change pursuant to the terms and conditions contained herein. Each Statement of Work shall be numbered or dated.

"**Support Staff**" shall mean any and all Custom personnel who provide any of the Services or assist with, in any form or manner, the Products or Services for Monroe RIC as contemplated by a Statement of Work.

"**Change Order**" shall mean any change to a Statement of Work that is signed by an authorized representative of each party. Each Change Order is part of this Agreement and is subject to the terms and conditions contained herein. Each Change Order shall be dated.

"**Certification Program**" means the training, testing and observation process used to certify Data Conversion/Technical Support Staff; Training Staff and Monroe MC Support Staff.

**"Update"** means any change, modification or other update of the Product made to correct an error (i.e., bug fix), defect or other problem and/or to maintain the operational quality of the Product, which is not an Upgrade, as defined herein.

**"Upgrade"** means any new release of the Product, or any part thereof, which adds major new functionality or features to the previous version of the Product

**"End User"** means the Monroe RIC member school districts, any person or entity that uses a Product solely for its own internal purposes and does not further distribute, resell, license, sublicense, use as a Service Bureau, or otherwise convey to any other person or entity the Product, in whole or in part, or any rights in the Product.

**"Go-live"** refers to the earliest date at which a given district is able to use Infinite Campus as its primary student management system. At such time, the district will, at a minimum, be able to capture and view critical demographic, attendance, schedule, and grading data.

**"Application Hosting"** shall mean the collection of services provided by Infinite Campus to ensure the viable operation of the Infinite Campus product(s), including: provision of adequate and appropriate and Education Law Section 2-d compliant server hardware, operating system, database, and web server software, and necessary utilities to support: remote management and troubleshooting, diagnostics, antivirus, and backup procedures. Application Hosting services also include Product Updates and Upgrades (defined above) and daily remote data backups.

**"Environmental Hosting"** means the collection of services provided by Monroe RIC to ensure the viable connectivity and digital network requirements to support the Infinite Campus product(s), including: secure and appropriate physical housing for server hardware, and network and communications capabilities for Infinite Campus servers to be accessible externally via standard internet protocols (e.g., http, https, ssl, telnet). Environmental Hosting also refers to the ongoing administration of firewalls, routers, and network appliances used to protect Infinite Campus server(s).

## **2. TERM**

The term of this Agreement shall be July 1, 2020 through June 30, 2025 (the "Term") unless terminated earlier in accordance with Paragraph 11. The Agreement shall be renewed automatically for additional one (1) year periods (each, a "Renewal Term") unless either party sends written notice of its intention not to renew to the other party at least ninety (90) days prior to the expiration of the Term or the relevant Renewal Term. For purposes of the Agreement, "Term" shall mean the Term and any Renewal Term or terms.

## **3. INFINITE CAMPUS RESELLER AUTHORIZATION**

**3.1** Custom resells Infinite Campus licenses and software products and Monroe RIC hereby agrees to purchase Infinite Campus licenses and software products exclusively from Custom during the Term of this Agreement. Custom provides Infinite Campus services and if Monroe RIC purchases any Services associated with Infinite Campus software it will purchase them exclusively from Custom during the Term of this Agreement.

**3.2** Subject to the terms and conditions of this Agreement, Custom shall exclusively provide implementation, Infinite Campus Application Hosting, and integration services related to the Infinite Campus product(s) to Monroe RIC for the benefit of End Users during the Term of this Agreement. Subject to the terms and conditions of this Agreement, Custom shall provide training and support services to Monroe RIC for the benefit of End Users.

**3.3** If Monroe RIC desires to provide training and support services to End Users, Custom agrees to provide Monroe RIC the certification training required in accordance with the terms stipulated in 3.4 below. In accordance with the terms of this agreement, Monroe RIC will also have the right to provide Environmental Hosting services, above and beyond the services provided by Custom. Furthermore, Monroe RIC will be permitted to provide the physical environment for the necessary hardware and infrastructure necessary to run Infinite Campus for its member districts. Monroe RIC will have the right to provide these training, Environmental Hosting, and support services to End Users, and Monroe RIC shall use commercially reasonable efforts to insure such services reflect favorably upon the Products, Services, and good name of Infinite Campus and Custom.

**3.4** If Monroe RIC desires to provide training and support services to End Users, Monroe MC agrees to purchase and successfully complete the certification program defined in Exhibit B. Monroe RIC agrees to purchase these courses in accordance with the pricing structure defined in Exhibit A.

**3.5** Monroe RIC agrees to purchase any Infinite Campus system components, including all Infinite Campus and related software and configuration services from Custom during the Term of this Agreement.

#### **4. SERVICES AND RESPONSIBILITIES**

**4.1** Custom or its authorized subcontractors shall perform certain services for Monroe RIC described in any fully executed Statement of Work document.

**4.2** Upon any Monroe RIC member school district selecting Infinite Campus Products to purchase through Monroe RIC, Monroe RIC will work collaboratively with Custom to perform the network analysis for a district to certify that the district's existing technology is in compliance with Infinite Campus' required technology standards. Additionally, Monroe MC agrees to use commercially reasonable efforts to have all End User member school districts enter into the then current Infinite Campus End User License Agreement prior to implementation at that school district.

**4.3** Monroe RIC agrees to collaborate with Custom, Infinite Campus Inc., and End User school districts to assist in the creation of reports which meet New York State requirements. This may include assistance with defining requirements and verifying the functionality and accuracy of the reports and data exports such that they meet the requirements of New York State.

**4.4** After the successful completion of the certification requirements defined in Exhibit B, Certified Monroe MC personnel will be authorized to provide Level 1 telephone-based support services or onsite support services to its contracting districts. In the event a contracting school district requires a full time onsite support position, Custom and Monroe MC agree to work together in good faith to determine the qualifications and certification requirements of that position.

**4.5** Custom will provide a mechanism to gather feedback from clients interacting with Monroe RIC support personnel. In the interest of providing knowledgeable, responsive, and professional service to end users of Infinite Campus, Monroe MC agrees that it will use all commercially reasonable efforts to implement such feedback tools and report all data collected for such purposes back to Custom. Custom agrees it will share its performance findings with Monroe RIC.

**4.6** Upon successful completion of the certification requirements defined in Exhibit B, Custom will provide quality assurance surveys for Monroe MC trainers to distribute at the end of each class. Monroe RIC agrees it will distribute and collect such feedback forms and return to Custom no later than fifteen business days after the completion of the final day of each class taught by Monroe RIC. In the interest of reducing the administrative burden on both parties, Custom intends to develop a web-based solution that will allow attendees to submit such feedback forms electronically.

In order to preserve the highest quality service standards for Infinite Campus clients, all trainers are required to maintain a minimum average instructor rating score of 4.0 on a 1-5 rating scale for each class they are certified to teach. Any trainer whose average rating for the most current 60-day period is below 4.0 for a given class may be subject to repeat certification training, or additional Ride-Alongs for that class, at Custom's discretion.

4.7 Once a Monroe RIC Trainer has achieved Trainer Certification as defined in Exhibit B, Custom agrees that at no time will a Custom Trainer give a direct staff evaluation to a Monroe RIC Trainer. Custom Trainers will work directly with a Monroe RIC Administrator to observe and provide any feedback regarding a Monroe RIC Trainer. Monroe RIC agrees to have a Monroe RIC Administrator work with such Monroe RIC Trainer to incorporate any such constructive feedback.

4.8 Custom will provide annual product recertification training to coincide with the release of each major Infinite Campus product release. Currently, Infinite Campus releases the newest version of its product in July of each calendar year. Each of Monroe RIC certified trainers and support representatives will be required to attend these annual training sessions. The annual recertification training will be scheduled during a mutually convenient timeframe and will consist of three to five days of classroom training. Such training may occur at Monroe RIC facilities, or at Custom's training center in Hauppauge, NY. Monroe RIC agrees to the annual recertification fees, as specified in Exhibit B.

4.9 Monroe MC will be responsible for providing informational materials on Infinite Campus to its member schools. Custom will provide Monroe MC with the necessary collateral to aid in its marketing efforts. Monroe MC may host quarterly Infinite Campus User Group meetings at its facilities. Custom will assist in the preparation of User Group meetings and attend each session, if requested by Monroe MC. Monroe MC also agrees to distribute an initial communication to its member schools, announcing Monroe RIC support for Infinite Campus, as well as equal placement (in relation to other Student Management Systems supported by Monroe RIC) of Infinite Campus on its website. As is consistent with other student management systems, Monroe RIC will also share information regarding Infinite Campus through its existing mailers, flyers, and newsletters.

4.10 Monroe RIC will be responsible for tracking and reporting to Custom the average daily membership (ADM), or student count, of each of its member schools using Infinite Campus from the official NYS BEDS reports published each October. Monroe RIC agrees that the Licensing, Application Hosting, and Support fees for each member district will be adjusted annually on July based on each district's most current BEDS count, as published by the NYS Department of Education.

## **5. CHARGES AND PAYMENTS**

5.1 Monroe RIC shall pay Custom for the Products and/or Services provided pursuant to this Agreement in the manner specified in the Pricing Schedule within the appropriate Statement of Work. The annual license renewal fees for each member district will be billed to Monroe MC on July 1st of each year. Payment will be due net 30 days upon receipt of Custom's invoice. A 2% net 10-day discount will be recognized by Custom. Finance charges may accrue from 60 days after receipt of invoice at a rate of 1 percent for each full 30 day period in excess of 60 days, to the extent permitted by law. In the event that Monroe RIC fails to pay the charges issued by Custom when due, Monroe RIC shall pay all collection and /or litigation costs plus reasonable attorney's fees.

5.2 The prices stated in the Statement of Work shall remain in effect for the period specified therein. For additional services and/or services not covered herein, Custom will provide services on a standard time and materials basis in accordance with the prices set forth in the Statement of Work or for a fixed fee based on an additional Statement of Work and Pricing Schedule.

**5.3** No other BOCES, or Regional Information Center (RIC) in New York State will be given lower purchase prices by Custom, presently or in the future as the price structure evolves, for the Infinite Campus Products or the implementation, training, support and application hosting services associated with Infinite Campus Products. Furthermore, no individual school district in Monroe County, New York, will be given an equal or lower purchase price by Custom on Infinite Campus Licensing, Hosting, and Support.

**5.4** As is consistent with Monroe RIC existing practices, Monroe RIC agrees it will not apply a mark up to the Infinite Campus Licenses it resells to its contracting school districts. Additionally, Monroe RIC agrees that it will disclose its markup on Infinite Campus services to Custom, and that it will charge a service markup that is reasonable and customary for all student management systems supported by Monroe RIC.

## **6. WARRANTIES; INDEMNIFICATIONS**

**6.1** Custom represents, warrants and agrees that it has and will have full power and authority to enter into, and fully to perform, this Agreement and that no agreement or understanding exists which would interfere with Custom's obligations hereunder.

**6.2** Custom further represents and warrants that it will comply at all times with all reasonable security procedures in effect at Monroe RIC, and any of Monroe RIC's affiliates' premises.

**6.3** Custom further warrants that all services to be performed by Custom under this Agreement will be performed in a professional manner by personnel with the degree of training required to provide such services. Such personnel will be trained on the requirements of the Family Educational Rights and Privacy Act (FERPA), New York Education Law Section 2-d and its implementing regulations.

**6.4** Custom shall not be liable for any equipment or system damage resulting from, but not limited to, lightning, failure or fluctuation of electrical power, air conditioning, humidity control, telecommunications line failures, misuse or abuse including failure to operate the equipment or system in accordance with applicable manufacturer's specifications.

**6.5** Disclaimer of Warranty The warranties set forth in this section 6 are limited warranties and are the only warranties made by Custom. Custom disclaims, and Monroe RIC hereby waives, all other warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Custom does not warrant that the operation of the Products or Services delivered to Monroe RIC will be uninterrupted or error-free.

**6.6** Indemnification by Custom. To the extent permitted by law, Custom will defend, hold harmless, and indemnify Monroe RIC, its officers, directors, employees and agents against any claim or threat of claim brought by a third party against Monroe RIC arising out of breach of any warranty contained herein or the negligent or tortious acts or omissions of Custom or its employees.

**6.7** Indemnification by Monroe RIC. To the extent permitted by law, Monroe RIC will defend, hold harmless, and indemnify Custom, its officers, directors, employees and agents against any claim or threat of claim brought by a third party against Custom arising out of breach of any warranty contained herein or the negligent or tortious acts or omissions of Monroe RIC or its employees.

## **7. CONFIDENTIALITY**

The parties acknowledge that, during the course of performing their obligations under this Agreement, both parties are likely to encounter Confidential Information of the other. Both parties shall treat Confidential Information as confidential and proprietary, as follows:

**7.1** Both parties agree that all of their employees, agents, and independent contractors to whom Confidential Information is disclosed will hold such Confidential Information in the strictest confidence and shall disseminate such information to their employees only on a "need-to-know" basis.

**7.2** Neither party may use any Confidential Information for any purpose other than for the performance of its obligations or the exercise of its rights under this Agreement.

**7.3** Neither party may disclose any Confidential Information to any third party except (i) when needed to fulfill the terms and conditions of this Agreement, (ii) if such Confidential Information enters the public domain through no improper conduct of the receiving party, (iii) if such Confidential Information is required by law, regulation or court order to be disclosed by the receiving party, provided that the receiving party gives notice of such disclosure to the other party prior to such disclosure.

**7.4** Both parties shall use their commercially reasonable best efforts to prevent the unauthorized use or disclosure of Confidential Information.

**7.5** Custom will comply with, as required by this Agreement, Education Law Section 2-d, its implementing regulations, and the Education Law Section 2-d Contract Addendum, attached hereto as Exhibit C.

## **8. NON-HIRE OF EMPLOYEES**

**8.1** It is expressly understood that Monroe RIC and Custom obtain and retain their personnel at great expense. In consideration thereof, for a period equal to the longer of two (2) years from the date of this agreement or two years following Monroe RIC last use of Custom's services, whichever is longer, Monroe RIC and Custom shall not, directly or indirectly, for themselves, or on behalf of any other person, firm, corporation or other entity, whether as a principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of the other party's employees to leave the employ of the respective party, or hire or engage such an employee or subcontractor without the prior written consent of the other party.

**8.2** Notwithstanding the prohibition of Section 8.1, should one party determine to hire the employee or agent of the other within this time period without the prior written consent of the other party, the hiring party shall pay the other party as liquidated damages for the loss of such employee or agent an amount equal to TWICE the hired employee's or agent's annual (or annualized) compensation previously paid by the non-hiring party.

## **9. LIMITATION OF LIABILITY**

**9.1** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR COMMERCIAL LOSS, WHETHER OR NOT FORESEEABLE, ARISING OUT OF, OR IN CONJUNCTION WITH THIS AGREEMENT OR ITS PERFORMANCE, PARTIAL PERFORMANCE OR NON-PERFORMANCE.

**9.2** EXCEPT WITH REGARD TO DEFENSE AND INDEMNIFICATION, AS SET FORTH IN PARAGRAPH 6.6, THE AGGREGATE LIABILITY OF CUSTOM TO MONROE RIC FOR ANY CAUSE OF ACTION OR CLAIM (WHETHER UNDER CONTRACT OR TORT) SHALL BE LIMITED TO THE AMOUNTS PAID TO CUSTOM BY MONROE RIC UNDER A SPECIFIC STATEMENT OF WORK WITH RESPECT TO THE SERVICES OR PRODUCTS THAT ARE THE SUBJECT OF SUCH ACTION OR CLAIM. BOTH PARTIES AGREE THAT THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CHARGES TO BE PAID BY MONROE RIC HEREUNDER AND THE LIMITATIONS SET FORTH IN THIS SECTION, REFLECTS THE ALLOCATION OF RISK UNDERSTOOD AND AGREED UPON BY THE PARTIES.

**9.3** TO THE EXTENT THAT MONROE MC EXECUTES THE CONSORTIA AGREEMENT WITH INFINITE CAMPUS, INC., INCLUDED AS EXHIBIT D, WITH RESPECT TO ANY



INFINITE CAMPUS PRODUCTS, MONROE RIC ACKNOWLEDGES AND AGREES THAT IF MONROE MC SUFFERS ANY LOSS OR DAMAGE SOLELY AS A RESULT OF MONROE RIC'S USE OF SUCH LICENSED PRODUCT, MONROE RIC SHALL HAVE NO RECOURSE AGAINST CUSTOM. MONROE RIC'S SOLE REMEDIES SHALL BE THOSE PROVIDED IN THE LICENSE AGREEMENT REFERRED TO ABOVE.

## 10. NOTICES

Any notices required to be given in accordance with this Agreement shall be in writing and shall be sent by a recognized overnight courier, personal delivery or by certified mail, return receipt requested, to the parties at their respective addresses as set forth below:

If to Monroe MC:            Lisa Ryan, Assistant Superintendent for Finance and Operations,  
   41 O'Connor Road, Fairport,  
   New York 14450

If to Custom:  
   Gregory G. Galdi, President  
   Custom Computer Specialists, Inc.  
   70 Suffolk Court  
   Hauppauge, NY 11788

Such delivery of the notice shall be deemed complete when received.

## 11. TERMINATION

11.1     Either party may terminate this Agreement, the Consortia Agreement and/or any statement of work or related agreement at any time and for any reason upon no less than ninety (90) days' written notice prior to the end of the Term or Annual Renewal Term. In the event of termination, Monroe RIC agrees to pay Custom, as provided herein, for Services rendered up to the date of termination, and Custom agrees to refund Monroe RIC for certain services paid for in advance, but not performed. The Infinite Campus annual licensing, application hosting and support fees are non-refundable and will not be returned in the event Monroe MC terminates this Agreement.

## 12. SURVIVAL

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

## 13. AMENDMENTS & ATTACHMENTS

13.1     This Agreement may be amended or modified from time to time but only by a written amendment signed by both of the parties. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this agreement that in any way relates to this agreement or the subject matter of this agreement shall be deemed to have incorporated the terms and conditions of this agreement into such document, instrument, or agreement.

13.2     In addition to the terms of this Agreement, Monroe RIC and Custom shall be subject to the terms and conditions of Exhibits A, B, C and D, annexed hereto and incorporated herein as if fully set forth herein.

**13.3** Monroe RIC agrees to all of the terms and conditions in Exhibit D, i.e., the Infinite Campus Consortia Agreement and agrees to execute the Consortia Agreement prior to the delivery of any software or services related to the Infinite Campus product.

**14. ASSIGNMENT; NO THIRD PARTY BENEFICIARIES OR RIGHTS CREATED**

This Agreement shall be binding upon and shall inure to the benefit of the parties only. No party shall assign, transfer, convey, or otherwise dispose of this Agreement or its right, title, or interest therein to any third party without the prior written approval of the other party. Neither this agreement nor any action taken or to be taken hereunder or under any related document, instrument, or agreement, is intended to, nor shall it, confer any rights on or against any person or entity other than the Parties hereto and all third party rights are expressly negated, except as required by FERPA, New York Education Law Section 2-d or its implementing regulations. Any communications with or from any third parties shall be deemed to be solely on behalf of, or as an accommodation to, a party, and shall not create any rights in or on behalf of such third party, nor create any additional rights on behalf of any party. Monroe RIC maintains the rights to enforce this Agreement and its exhibits.

**15. MUTUAL CONTRIBUTION**

This Agreement is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

**16. ENTIRE AGREEMENT**

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE PARTIES AGREE THAT IT (ALONG WITH EXHIBITS A, B, C, AND D) IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES WHICH SUPERSEDES ALL PROPOSALS (INCLUDING ANY BIDS, QUOTATIONS OR THE LIKE) OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

**17. GOVERNING LAW**

This Agreement will be governed and interpreted under the laws of New York, U.S.A, without regard to its conflict of laws provisions. Any litigation between the parties will take place in the state or federal courts in Suffolk or Monroe Counties, New York, and both parties waive any objection to the jurisdiction of and venue in such courts.

**18. BOARD APPROVAL**

This Agreement is subject to the approval of the Monroe 1 BOCES Board of Education.

**19. ORDER OF INTERPRETATION AND CONTROL**

In the event of a conflict between this Agreement and any other document referenced herein or otherwise, the Education Law Section 2-d Contract Addendum (Exhibit C) shall control, then the Agreement, then the Infinite Campus Consortium Agreement (Exhibit D), then any statement or work or End User License Agreement, as each may be applicable to each party herein. Custom shall not include any term in any such form or format that contradicts the terms to which it has agreed in this Agreement or Education Law Section 2-d.

**20. INDEPENDENT CONTRACTOR**

The parties to this Agreement are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Custom's employees and agents shall not be considered employees or agents of Monroe RIC for any reason.

**21. INSURANCE**

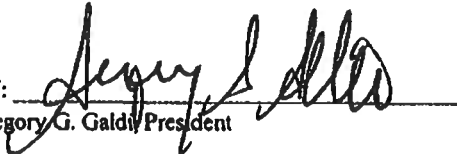
Each party hereby agrees to obtain and thereafter maintain in full force and effect during the term of this Agreement general liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

**The Monroe 1 Board of Cooperative Educational Services**

BY:   
Daniel F. White, District Superintendent

Date: 8/13/2020

**Custom Computer Specialists, Inc.**

BY:   
Gregory G. Galdi, President

Date: 8/25/20

**Exhibit A — Product and Implementation Pricing**

**1. RESELLER AUTHORIZATION**

In accordance with Section 3 (Infinite Campus Reseller Authorization) and Section 4 (Services and Responsibilities) of this Agreement, Monroe RIC Trainers and Support Services Representatives (SSR) will be granted the right to provide Training and Support Services to Monroe RIC member districts as defined in this Exhibit, and subject to successful completion of all certification requirements.

There is a one-time, reseller authorization fee of \$10,000. However, as a gesture of goodwill, Custom will absorb this fee for Monroe RIC.

**2. PRODUCT AND IMPLEMENTATION SERVICE PRICING**

**2.1 Product Pricing**

This section contains product pricing for Monroe RIC. As defined in Section 5 (Charges and Payments) of this agreement, Monroe RIC will be granted reseller rights to Infinite Campus licensing, application hosting, and support for its member districts. Monroe RIC also accepts the terms and conditions stipulated in the Consortia Agreement (Exhibit D).

<i>Product/Service</i>	<i>Description</i>	<i>Cost</i>
<b>INFINITE CAMPUS DISTRICT EDITION*</b>	This is the core product module, and includes: Regular product Updates, Upgrades (as defined in this agreement), Hosting*, and Support.	1 - 149,999 students: \$ 12.97
		150,000+ students: \$ 11.97
		Pricing is per student per year. Minimum license fee per district is \$8,663/year.
<b>HOSTING DIFFERENTIAL</b>	Three options as defined below:	
	<b>In-District Hosting</b>	
	Option to host Infinite Campus locally at the district on Infinite Campus provided hardware.	Student Count >= 5000 \$ 0.50 per student per year.
		Student Count < 5000 \$(7500 - student count) per year
	<b>Cloud Choice Hosting</b>	
	Hosted on Campus owned equipment in an Infinite Campus data center	Student Count >= 5000 \$0
Student Count < 5000 \$(5000 - student count) per year.		
<b>BOCES Hosted</b>		
Hosted on a secure server hosting environment at BOCES' facilities (BOCES owned hardware)	\$1 credit per student per year.	
<b>MESSENGER WITH VOICE**</b>  The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.	The Campus Messenger (component) license fees include product updates, upgrades (as defined in this agreement), and support	\$2.25 per student per year  One-time \$500 setup fee to enable optional Remote Dial-In.
	The ShoutPoint service component is provided in conjunction with Campus Messenger with Voice.	300 student calls per line at \$345.00 per line. One-time \$500 setup fee to enable optional text messaging.
<b>FOOD SERVICE MODULE***</b>	Licensing fees for the Food Service Module include: Updates and Upgrades (as defined in this agreement), Hosting, and Support.	\$ 2.85 per student per year.

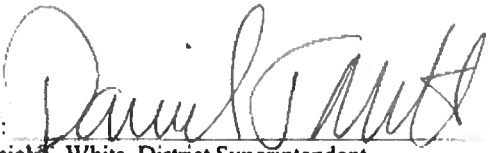
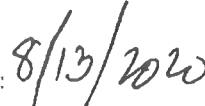
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**The Monroe 1 Board of Cooperative Educational Services**

BY:  Date:   
Daniel F. White, District Superintendent

**Custom Computer Specialists, Inc.**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Gregory G. Galdi, President

## Exhibit A — Product and Implementation Pricing

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<i>Product/Service</i>	<i>Description</i>	<i>Cost</i>
<i>INFINITE CAMPUS DISTRICT EDITION*</i>	This is the core product module, and includes: Regular product Updates, Upgrades (as defined in this agreement), Hosting*, and Support.	1 – 149,999 students: \$ 12.97
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	<u>In-District Hosting</u>	
	Option to host Infinite Campus locally at the district on Infinite Campus provided hardware.	<u>Student Count &gt;= 5000</u> \$ 0.50 per student per year.
		<u>Student Count &lt; 5000</u> \$(7500 – student count) per year.
	<u>Cloud Choice Hosting</u>	
	Hosted on Campus owned equipment in an Infinite Campus data center	<u>Student Count &gt;= 5000</u> \$0
<u>Student Count &lt; 5000</u> \$(5000 – student count) per year.		
<u>BOCES Hosted</u>		
Hosted on a secure server hosting environment at BOCES' facilities (BOCES owned hardware)	\$1 credit per student per year.	
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<i>FOOD SERVICE MODULE***</i>	Licensing fees for the Food Service Module include: Updates and Upgrades (as defined in this agreement), Hosting, and Support.	\$ 2.85 per student/ per year.

<p>The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.</p>	<p>Approved food service hardware and warranties may be required and can be purchased separately at the pricing available at the date of purchase. A list of current hardware and pricing are provided below.</p>		
<p><b>CUSTOM BACKPACK</b> <i>Districts who signed up prior to July 1, 2015</i></p>	<p>Enables Districts to schedule and publish custom reports on the Campus Portal. Additional onetime costs apply for incorporating reports into the Backpack. Costs vary based on the complexity of the integration.</p>		<p>\$7,250 annually for districts with less than 10,000 students. \$11,500 annually for districts with 10,000 or more students.</p>
<p><b>CUSTOM BACKPACK</b> <i>Districts who signed up after July 1, 2015</i></p>	<p>Enables Districts to schedule and publish custom reports on the Campus Portal. Additional onetime costs apply for incorporating reports into the backpack. Costs vary based on the complexity of the integration.</p>		<p>\$2 per student annually. Minimum \$4,500.</p>
<p><b>CUSTOM DATA VISUALIZATION****</b></p>	<p>Enables districts to build and embed interactive Tableau dashboards into the Infinite Campus interface.</p>		<p>\$3 per student, plus Creator licenses, implementation and service fees as noted below. Minimum \$9,000 for new Custom DataViz clients.  Pricing for existing Custom DataViz clients are not adjusted at this time.</p>
<p><b>INFINITE CAMPUS ONLINE REGISTRATION ("OLR")</b></p> <p>The cost column represents not to exceed pricing. Any discounts (available to new districts only) will be clearly documented and communicated.</p>	<p>Two options as defined below:</p>		
	<p>Option I: Prime</p>	<p>Prime is configurable</p>	<p>\$2.50 per student, minimum \$9,500 plus customization</p>
	<p>Option II: Basic</p>	<p>Basic is not configurable</p>	<p>\$1.25 per student, minimum \$2,000</p>
<p><b>MULTI LANGUAGE EDITOR</b></p>	<p>The Campus Multi-language Editor allows districts to support multiple language report cards.</p>		<p>\$.25 per student, per year (\$2,000 minimum per year)</p>
<p><b>CAMPUS DATA CHANGE TRACKER (Cloud Choice Only)</b></p>	<p>Provides Districts the ability to track and view data modified within Infinite Campus.</p>		<p>\$.05/student, per year, per year of data, (\$1,000 minimum for first year, custom quotes will be required for districts over 60K students)</p>
<p><b>CAMPUS DATA CHANGE TRACKER (On-site hosting only)</b></p>	<p>Provides Districts the ability to track and view data modified within Infinite Campus.</p>		<p>\$7,500 per year for 3 years' of transactional data (custom quotes will be required for districts over 60K students)</p>
<p><b>CAMPUS WORKFLOW SUITE*****</b></p>	<p>Provides Districts the ability to Scan for improved attendance efficiency, Absence Requests on the portal and Events and Actions.</p>		<p>1-250 students, \$500.00 minimum annually 251-24,999 students, \$2.00 per student annually 25,000 + students, \$50,000 annually</p>
<p><b>IMPLEMENTATION AND RELATED SERVICES*****</b></p>	<p>Districts may require services specific to implementing products listed above or contract with custom for services. Services include: Project management, development and data services, professional development, and consulting services.</p> <p>The latest available daily pricing is used to arrive at the cost of implementing products or provide services. Total cost of services is based on the agreed scope of service for each implementation or service request.</p>		

<b>CERTIFICATION TRAINING FOR BOCES SUPPORTED DISTRICTS</b>	Various certification classes are offered by Custom Computer Specialists and Infinite Campus.  The list includes, but are not limited to Schema Training, and Custom Report Development.	\$500 per day per person.
<b>CAMPUS LEARNING</b> Campus Learning is the Infinite Campus LMS that connects teachers to new, powerful tools for digital learning. Campus Learning is a premium option for Campus Instruction.	District wide license. (Note: Building licenses only available for existing subscriptions)	\$2.00/student, minimum \$500, Maximum \$50,000. This applies to all new clients.  Pricing for existing Campus Learning clients are not adjusted at this time.
<b>CAMPUS DATA WAREHOUSE</b>	Three options as defined below:	
	<u>In-District Hosting</u>	
	Option to host the Campus Data Warehouse locally at the district on district provided hardware.	One-time setup fee of \$1,200
	<u>Cloud Choice Hosting</u>	
	Hosted on Campus owned equipment in an Infinite Campus data center	<u>Student Count &lt;= 20,000</u> \$1,000 annually
		<u>Student Count &gt; 20,000</u> \$3,000 annually
	<u>BOCES Hosted</u>	
Hosted on a secure server hosting environment at BOCES' facilities (BOCES owned hardware)	One-time setup fee of \$1,200	
<b>CAMPUS TABLEAU SERVER</b>	Two options as defined below	
	<u>Standard server</u> Fully managed Tableau server	Student count <= 10,000 \$2,500 annually
	<u>Large district server</u> Fully managed Tableau server	Student count > 10,000 \$3,500 annually

\* Hosting fees include the necessary web server, application server, and database server hardware and database software.

\*\*Additional hosting is not required for Campus Messenger with Voice. Campus Messenger with Voice is powered by ShoutPoint. ShoutPoint fees are paid directly to ShoutPoint and require a separate Purchase Order.

\*\*\*Food Service



The Infinite Campus Food Services product includes the option to purchase Point of Sale (POS) hardware, peripheral devices, and warranty extensions at the latest pricing available at time of purchase. Additional devices are made available and alternate, comparable brands, may be provided. This amendment incorporates comparable brands and future peripherals not included on the list of current equipment provided below.

**Current List of Hardware Devices and Peripherals:**

Description	Current Cost
Terminal Z-TP6D-P4HF-W-81 15", Pentium, 4GB,500G,Win10IoTx64 with Wifi/Bluetooth	\$1,399.00
Terminal Z-TP6D-P8VF-W-81 15", Pentium, 8GB,120G,SSD,Win10IoTx64 with Wifi/Bluetooth	\$1,499.00
Cash Drawer for All Terminals	\$299.00
PIN Pad	\$189.00
PIN Pad w/ Barcode Scanner	\$329.00
PIN Pad w/ Swipe Barcode Reader	\$299.00
Additional PIN Pad cable	\$20.00
Handheld Barcode Scanner and stand	\$189.00
Rear Display for EVO terminal	\$229.00
Battery Backup	\$99.00
External DVD Drive	\$99.00
Wireless Package	\$99.00

**Warranty Information:**

<b>Warranty Extension - extend the standard warranty an additional two years if purchased at any time before the warranty expires.</b>		
ZWE-TPC	\$70.00	2 Year Warranty Extension - POS Terminal
ZWE-BMP	\$12.00	2 Year Warranty Extension - Scanner
ZWE-TMC	\$51.00	2 Year Warranty Extension - Customer Display
<b>Overnight Exchange - upgrade from 2-day advance exchange to overnight if purchased within 30 days.</b>		
ZOE-TPC3	\$99.00	3-Year Overnight Exchange - POS Terminal
ZOE-BMP3	\$26.00	3-Year Overnight Exchange - Scanner
ZOE-TPC5	\$199.00	5-Year Overnight Exchange - POS Terminal
ZOE-BMP5	\$26.00	5-Year Overnight Exchange - Scanner
ZOE-TMC5	\$101.00	5-Year Overnight Exchange - Customer Display

**\*\*\*\*Custom Data Visualization**

Priced at \$3/student annually

- Recommends Tableau Creator licenses according to the following chart.
- Each Tableau Creator license has an annual fee of \$630.00.
- Includes Tableau Server Explorer licenses equal to the student count of the district.
- Minimum student count of 3000 (all new clients). Pricing for existing Custom DataViz clients are not adjusted at this time.
- Allows for publishing dashboards to Infinite Campus portal.
- Includes unlimited access to the Custom Visualization Template Library. This is an ever-growing

repository of analysis templates, including visualizations for common data elements and dashboards.

- Recommends two days of Initial Training.

Services Configuration includes Campus Data Warehouse setup, Tableau Server software installation and configuration and Template Library installation on the district or Campus Hosted Tableau server.

- A Campus Data Warehouse server is not included as part of this product.
- District must provide a server for installation/hosting of the Tableau server software or district may contract for Infinite Campus to host the Tableau server software.

**Illustrative Pricing Scale Table**

STUDENTS	CREATOR LICENSES	INITIAL TRAINING	SERVICES CONFIGURATION	ANNUAL SUBSCRIPTION
1,500	1	\$2,800	\$3,600	\$4,500
3,000	1	\$2,800	\$3,600	\$9,000
5,000	2	\$2,800	\$3,600	\$15,000
7,500	3	\$2,800	\$3,600	\$22,500
10,000	4	\$2,800	\$3,600	\$30,000
15,000	6	\$2,800	\$3,600	\$45,000
20,000	8	\$2,800	\$3,600	\$60,000

**\*\*\*\*\* Campus Workflow Hardware**

Campus Workflow Hardware	Part#	Fee	Description
<b>Type</b>	<b>Part#</b>	<b>Fee</b>	<b>Description</b>
Kiosk Terminal w/ Printer	Z-TP5E-F8VF-81	\$1,299.00	14",ptr, Ccl 2.4GHz,8GB,128G SSD,Win10IoT64
Warranty	ZWE-TPC	\$69.00	2 YEAR WARRANTY EXTENSION (POS Terminal / Android Device)
Warranty	ZOE-TPC3	\$89.00	NEXT BUSINESS DAY PROTECTION (POS Terminal / Android Device)
Warranty	ZOE-TPC5	\$209.00	NEXT DAY PROTECTION + 2 YEARS (POS Terminal / Android Device)
Input Devices	EVO-PS1-ADU	\$279.00	EVO 2D Omni Barcode Scanner, USB
Warranty	ZWE-BMP	\$9.00	2 YEAR WARRANTY EXTENSION (Barcode Scanner)
Warranty	ZOE-BMP3	\$11.00	NEXT BUSINESS DAY PROTECTION (Barcode Scanner)
Warranty	ZOE-BMP5	\$24.00	NEXT DAY PROTECTION + 2 YEARS (Barcode Scanner)
Input Devices	EVO-SG1-ADU-K	\$239.00	EVO-SG1-ADU and Stand Kit
Input Devices	ION-SG1-BDU	\$359.00	ION Bluetooth 2D Scanner with cradle
Printers	Z-LK-P34SB-81	\$399.00	3" Mobile Printer, USB+Bluetooth, Manual Cutter
Printers	EVO-PT3-IHU	\$269.00	EVO HiSpeed Thermal Receipt,USB
Warranty	ZOE-CRW3	\$19.00	NEXT BUSINESS DAY PROTECTION (Receipt Printer / Cash Drawer)
Warranty	ZOE-CRW5	\$49.00	NEXT DAY PROTECTION + 2 YEARS (Receipt Printer / Cash Drawer)
Tablet w/ Dock & Built-in Scanner	Z-TAB8-Z4UF-81	\$999.00	8" Tablet,2D, Z8350,4GB,60GB,Win10IoT64 with Dock
Warranty	ZWE-TBL	\$149.00	1 YR WARRANTY EXT (ION TP5 Tablet)
Warranty	ZAE-TBL	\$399.00	1 YR WARRANTY EXT (ION TP5 Tablet) + Accidental

\*\*\*\*\*Infinite Campus Daily Service Rates: Effective July, 2015

Infinite Campus Service rates provided by Custom Computer Specialists, Inc. are provided below.

<b><i>Service Category</i></b>	<b><i>Daily Rate</i></b>
Training Services (Onsite or WebEx) <i>Excludes Customer Report Training and Scheduling Training</i>	\$1,400/day
Onsite Support Services	\$1,400/day
Custom Report Development <i>Including Custom Report Training</i>	\$1,600/day
Project Management (Onsite or WebEx)	\$1,800/day
Consultative Services (Onsite or WebEx) <i>Includes Master Schedule Training/Building</i>	\$1,800/day

- Service rates do not include travel expenses.
- Onsite services are billable in full day increments only.
- All payments are due net 30 days from the date of invoice

## 2.2 Payment Terms and Invoicing

The annual license renewal fees for each member district will be billed to Monroe RIC on July 1st of each year.

The implementation services fees will be invoiced to Monroe RIC in three equal installments as follows:

- The first installment is invoiced upon completion of the Project Kickoff meeting
- The second installment is invoiced upon completion of the Coach Team Training
- The final installment is invoiced upon achievement of the final Data Conversion and Go-Live milestone

## 2.3 Implementation Service Pricing

Custom will work closely with Monroe RIC through the sales cycle for each district and through the contract development phase. In accordance with Section 3 (Reseller Authorization) of this agreement, Custom will provide all integration and implementation services. Upon request for pricing by a Monroe RIC member district, Monroe RIC will request that the district complete a District Information and Profile Form. This form provides critical information, including information about the district's infrastructure, building and student counts, and legacy software systems. Custom will use this information, as well as any other necessary information gathered through Monroe RIC, or directly from the district, to provide Implementation Service pricing to Monroe RIC.

Implementation Services quotes will include the following components. Pricing will vary from district to district, based on size and other district-specific requirements:

Service
<b>Data Conversion Services</b> <ul style="list-style-type: none"><li>- Scope will be defined based on the district's request for historical volume, as well as the type of legacy system.</li><li>- Includes up to 3 trial conversions, plus one final iteration of converted data.</li><li>- Extensive Quality Assurance Testing</li></ul>
<b>Training</b> <ul style="list-style-type: none"><li>- As defined in Exhibit B, section 2.1, this includes any onsite, end-user training requested of Custom by Monroe RIC</li></ul>
<b>Project Management</b> <ul style="list-style-type: none"><li>- Project planning &amp; management, resource planning and management, overall schedule tracking and reporting, quality assurance.</li><li>- 3 day dedicated Project Kickoff (districts larger than 1500 students)</li><li>- Primary point of contact for all implementation issues.</li></ul>
<b>Installation and Configuration</b> <ul style="list-style-type: none"><li>- Includes SQL Server database, Tomcat Application Server, and Messenger Communications Server</li><li>- Configuration to support the district's network, firewall, proxy, and routing policies.</li></ul>
<b>Configuration and Setup Workshops</b> <ul style="list-style-type: none"><li>- Scheduling workshops with elementary and secondary schedulers</li><li>- Core Team Policy and Procedure workshop</li><li>- Building Coach Orientation</li><li>- Custom Reporting workshop</li><li>- Other critical administration setup and configuration</li></ul>

## 2.4 Price Guarantee

The Software license fees will not increase more frequently than once every 12 months. Monroe RIC will be notified of any pricing change, in writing, no later than December 15<sup>th</sup> of each year for renewals taking effect in July of the following year. Price increases will not go into effect for a particular district until their current one year license agreement expires.

## **Exhibit B — Training and Certification Program**

### **1. CAMPUS SUPPORT SERVICE REPRESENTATIVE (SSR) CERTIFICATION PROGRAM**

As described in this document, Monroe RIC will be granted the right to provide Support Services to its member districts, provided its SSRs successfully complete all required certifications, as defined in this section.

#### **1.1 Required Training and Certification**

The first part of the Campus Certification program for SSRs is a comprehensive, 5-day product education session defined by the training curriculum described below (section 1.1.2). Please note that each day's session includes instructor-based presentations and materials, as well as participant activities, lab-exercises, and product knowledge exams.

SSRs are also required to complete a 3-day Support Certification program, which is hosted by Infinite Campus. This session covers Support and Helpdesk procedures, such as: call-logging, issue troubleshooting, escalation procedures, and use of the Infinite Campus Support System and supporting documentation.

Upon successful completion of the Product Certification program, SSR candidates will be required to complete a Final Exam and an independent project consisting of setting up and configuring users, students, courses and other relevant aspects of a simulated district's Campus database. Participants will have 10 days to complete this assignment, at which point it will be reviewed and evaluated alongside the Final Exam.

Custom Computer Specialists reserves the right to make modification to the Campus SSR certification program as it deems appropriate to ensure the quality and preparedness of Monroe MC SSRs.

##### ***1.1.1 Prerequisites***

SSR's should have at least one year of helpdesk, or end user support experience in an enterprise software environment. SSRs should be expert users of Microsoft Windows and Internet Explorer, and should have proficiency with web-based applications and related components (web servers, application servers, relational databases). SSR's are not required to have SQL expertise, but basic SQL skills are advisable.

##### ***1.1.2 Training Curriculum***

This section describes the 5-day training curriculum associated with the Campus certification program. Please note exams are administered at the end of each training module.

##### ***Day1: Campus Product Knowledge***

In the first section of certification training, attendees are given a brief introduction to the Infinite Campus Education Process Management (EPM) system, as well as orientation information on the roles of Custom Computer and Infinite Campus, and the 'rules of engagement'. Topics included in this section are:

- Key Product Benefits
- Navigation and General User Interface (index, search, help)
- Infrastructure & Technology (application architecture: web based, n-tiers, relational databases, Tomcat, JRE, SQL Server, ODBC)
- Overview of Campus/Custom and organizational knowledge
- Support Procedures
- Release Management
- Project Implementation (lifecycle, phases, roles) \*Orientation and Product Exam

*Day 2 — Student Basics*

In this session, Student-centric product features and functionality are covered in depth. The Student File is reviewed, which includes information related to: Demographics and Household, Transcripts, Schedule, Enrollment, Grading, Health, Transportation, Behavior, as well as other Student related areas. Custom Tabs and Custom Data Fields are also included in this session. A Student Basics exam\* is given during this session.

*Day 3 — Classroom Function*

The Classroom function session expands upon the first day's materials and explores the role of the classroom teacher in Infinite Campus. Such functions as Attendance, Lesson Planning, and the Classbook are reviewed in depth. Attendance processing is also covered from the attendance clerk's perspective. A Classroom and Attendance exam\* is administered at the end of this session.

*Day 4 — Building Administration*

On day four, features of the Building Administrators are reviewed and explored. Such topics as: Grading and Standards, Curriculum development and maintenance, Scheduling building and loading, and Counseling (course requests, walk-in scheduler, etc) are covered in this session. An exam\* is given at the end of this session.

*Day 5 — Advanced Campus*

This final session provides a 'behind the curtains' look at the security and administrative functions in Campus. It deals with advanced topics, including: System Administration and User and Group Security. It also provides training on Ad-Hoc Reporting, NYS Reporting (LEAP, STEP, SA100, eScholar and the Student Data Lite extract), Custom Report development, and Portals. An Advanced Campus review and exam\* will be administered at the end of this session.

*\*Special Education training will be incorporated into the appropriate class session. Custom reserves the right to make reasonable modifications to the Certification Training Curriculum.*

**1.1.3 Certification Performance Requirements**

1 All Support Services Representative must attend at least 1 of each training session (see section  
1 2.1 in this Exhibit) and complete the product knowledge exams at 90% or better for ALL  
modules listed above (section 1.1.2).

2

**Certification Fees**

Support Services Representatives (SSRs) will be trained and certified for a fee of \$3,500 each. A minimum of 2 Monroe RIC Support Agents must be certified. This fee would allow Monroe RIC to provide Remote or Onsite support services as defined in Section 4 of this agreement (Services and Responsibilities).

Additionally, there is an annual recertification fee of \$750 per SSR, to coincide with annual Upgrade training, if one exists.

All training materials and user documentation will be provided to Monroe RIC at no additional cost in the appropriate electronic format. Monroe MC, at its own expense may produce printed copies of such materials.

**2. CAMPUS TRAINER CERTIFICATION PROGRAM**

As described in this document, Monroe MC will be granted the right to provide Training Services to its member districts, provided its Trainers successfully complete all required certifications, as defined in this section.

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## 2.1 District Training Services Offered

The following table outlines the available courses for which Monroe RIC would be eligible to provide Training Services:

### Course

- Teacher Gradebook Training
- Teacher Attendance Training
- Administrator Training (Deans, AP's, Principals)
- Building Clerks Training
- Secretary Training
- Counselor Training
- Behavior Training
- Special Ed Training
- Health Training
- Ongoing Schedule Training (although the initial setup and workshop will be performed by Custom)

Based on the experience of previous Infinite Campus and Custom Computer implementations, School Districts generally require no less than 50 hours of combined classroom training in the above courses. Most districts will also require ongoing 'refresher training' on an annual basis for new district employees.

## 2.2 Required Training and Certification

Monroe MC Trainers will be required to complete the identical training and certification requirements defined for the Support Services Representatives (see section 1.1 in this Exhibit). In addition, Trainers will also be required to complete a Trainer Ride-Along program, as defined below.

Custom Computer Specialists reserves the right to make modification to the Campus Trainer certification program as it deems appropriate to ensure the quality and preparedness of Monroe MC Trainers.

The Prerequisites for Trainer candidates is described in the following paragraph:

### *2.2.1 Prerequisites*

It is expected that Monroe MC Trainer candidates will have a minimum 3 years of classroom-based instructional experience. Candidates without such experience would be required to successfully complete an IT industry-recognized Train the Trainer program, such as CompTIA's Certified Technical Trainer (CTT+). Trainer candidates should be expert users of Microsoft Windows and Internet Explorer, and should have proficiency with web-based applications and related components (web servers, application servers, relational databases).

### *2.2.2 Trainer Ride-Alongs*

Monroe MC Trainer candidates must also complete a 2-part Ride-Along to become certified to teach each course. In Part 1 of the Ride-along, the Monroe MC Trainer candidate attends a session that a Custom Trainer leads, while in Part 2, the Monroe MC Trainer candidate leads the class, with a certified Custom trainer to provide support and backup. In order to successfully complete the Trainer Certification, the Trainer candidate must receive at least a 4.0 average class feedback rating (1-5 scale) and approval from the Custom Trainer managing the Ride-Along. If the Monroe MC Trainer candidate fails to complete their Certification during their first attempt, they will be permitted a second attempt at no charge. Custom will charge Monroe MC a \$1,000 Ride-along fee for each attempt thereafter, if necessary.

## 2.3 Certification Fees

Monroe RIC Trainer candidates will be trained and certified for a fee of \$7,500/each (includes training and certification as defined above, as well as Ride-Alongs for all nine courses identified in section 2.1 above). This fee would allow Monroe RIC to provide Training services as defined in Section 4 of this

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agreement (Services and Responsibilities). It is recommended that Monroe RIC provides at least 2 Trainers for this certification program.

Additionally, there is an annual recertification fee of \$750 per Trainer, to coincide with annual Upgrade training, if one exists.

All training materials and user documentation will be provided to Monroe RIC at no additional cost in the appropriate electronic format. Monroe RIC, at its own expense may produce printed copies of such materials.

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## **EXHIBIT D — CONSORTIUM AGREEMENT**

This Consortium Agreement (the "Agreement") is made and entered into as of July 1, 2020, ("Effective Date") by and between Infinite Campus, Inc. doing business as Infinite Campus, a Minnesota corporation with its principal office located at 4321 109<sup>th</sup> Ave NE, Blaine MN 55449 ("Company") and Monroe 1 Board of Cooperative Educational Services, ("Monroe RIC"), with its principal office located at 41 O'Connor Road, Fairport, New York 14450 ("Consortium").

### **INTRODUCTION**

WHEREAS, the Company has developed or licensed, and now desires to sell, certain computer software product(s) and related materials; and

WHEREAS, the Consortium desires to acquire certain computer software product(s) for their K-12 school districts within the Territory, as defined in this Agreement; and

WHEREAS, the Company desires to contract with the Consortium for the use of such computer software product(s) and services;

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties set forth herein and other good and valuable consideration, the parties agree as follows:

#### **1. DEFINITIONS.**

- a. **"End User"** means any person or entity that uses a Product solely for its own internal purposes and does not further distribute, resell, license, sublicense, use as a Service Bureau, or otherwise convey to any other person or entity the Product, in whole or in part, or any rights in the Product.
- b. **"End User License"** means the Company's current standard license agreement, which may be modified from time to time by the Company in its sole discretion, that accompanies a Product and grants an End User a limited right to use the Product. The End User License Agreement shall at all times comply with federal and state laws and regulations, including, but not limited to New York Education Law Section 2-d and its implementing regulations.
- c. **"First Line Support Services"** means that Consortium is responsible for ongoing Product configuration, training, and initial problem determination and will act as the primary contact for the End User.
- d. **"Product(s)"** means the Company's owned or licensed computer software product(s), and related user documentation, listed in Appendix A attached hereto, which may be amended from time to time by the Company in its sole discretion.
- e. **"Registered Users"** means the most recent "Average Daily Membership" as published in the BEDS report by the New York State Department of Education on the Product pursuant to an End User License Agreement.
- f. **"Service Bureau"** means a person or entity using a Product for the benefit of third parties where such person or entity receives something of value in return.
- g. **"Site"** means a set of web pages that have the same hostname component of the Uniform Resource Locator ("URL") that use the Product.
- h. **"Software Key"** means a device installed in the Product that is necessary for the operation of the Product and which restricts the number of Registered Users on the Product for each End User.

- i. **"Territory"** means geographic area defined in Appendix B.
- j. **"Update"** means any change, modification or other update of the Product made to correct an error (i.e., bug fix), defect or other problem and/or to maintain the operational quality of the Product, which is not an Upgrade, as defined herein.
- k. **"Upgrade"** means any new release of the Product, or any part thereof, which adds major new functionality or features to the previous version of the Product. Some of the Upgrades produced by the Company during the term of this Agreement may affect the functionality or features of the Product which go beyond the scope of the capabilities of the Product delivered by the Company pursuant to this Agreement. Consortium acknowledges that any such Upgrade may require an additional license from the Company and that Consortium will be charged additional license fees in connection therewith.

## 2. APPOINTMENT

- a. **Appointment.** Subject to the terms and conditions of this Agreement, the Company hereby appoints Consortium as an authorized consortium for the Product in the Territory as defined in Section 1.j. herein. Consortium hereby accepts such appointment.
- b. **Distribution and Services Limitations.** Consortium shall not authorize or appoint any dealers, agents, representatives, sub-distributors, original equipment manufacturers, value-added resellers, systems integrators, or other third parties to distribute, sublicense, or provide services associated with the Product. Distribution and services limitations are as defined unless agreed to in advance in writing by the Company.

### 1. RIGHT TO RESELL.

Subject to all the terms of this Agreement, and in accordance with a duly executed System Services Agreement with Custom Computer Specialists, the Company grants Consortium a non-transferable, non-sub licensable right solely in the Territory(s) defined in Appendix B to:

- a. market and distribute the Products directly to End Users only; subject to the End User License supplied by the Company on Company paper; which License is executed directly by the End User District.
- b. use the Products solely on Consortium's equipment to demonstrate the operation and capabilities of the Products to prospective End Users, pursuant to the demonstration license granted to Consortium by Company under Section 4 of this Agreement.

### 2. DEMONSTRATION LICENSE; MARKETING OBLIGATIONS; LICENSE RESTRICTIONS.

- a. **Demonstration License.** Subject to the terms of this Agreement, Company grants Consortium for the Initial Term, a nonexclusive, nonsublicensable and nontransferable license to use the object code version of the Product only on server(s) owned by Consortium in the Territory and only as necessary for the demonstration of the Product to prospective End Users in accordance with the Company's demonstration procedures in effect from time to time and in a manner reasonably acceptable to Company. The license granted hereunder will renew annually pursuant to any Renewal Term approved by the Company. Consortium is specifically prohibited from using the Product for commercial purposes other than as permitted herein.
- b. **Restrictions.** Consortium will not (and will not allow any third party to) (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Product, (ii) modify,

translate, or otherwise create "Derivative Works" (as defined at 17 U.S.C. Section 101) of the Product, (iii) incorporate or embed the Product, in whole or in part, into another product or other computer software code, (iv) reproduce or otherwise manufacture the Product, (v) provide, lease, lend, or use the Product for timesharing or Service Bureau purposes; (vi) distribute the Product except as accompanied with a copy of the Company's then-standard applicable End User License and related user documentation; or (vii) allow the removal, alteration, covering or obscuring of any copyright or trademark notice or any other notice or mark that appears on the Product or user documentation, or any copies or components thereof, in any media. The Company reserves all rights not expressly granted to Consortium herein. There are no implied rights.

- c. **Software Key.** The Product may be configured so as to require the presence of a Software Key in order for End Users to operate the Product. The Software Key shall restrict End Users' access in accordance with the End User license.
- d. **Enforcement of End User License.** Consortium agrees to inform the Company promptly of any breach of terms of the End User License accompanying the Product. Consortium shall not make any representations, warranties, or other statements regarding the Product to any third party other than those contained in the documentation supplied by the Company with the Product.
- e. **Marketing Practices.** Consortium will (i) conduct business in a manner that reflects favorably at all times on the Product and the good name, goodwill, and reputation of the Company, (ii) strictly avoid any and all deceptive, misleading, illegal, immoral or unethical practices that are or might be detrimental to the Company, the Product(s), or the public, including but not limited to, disparagement of the Company or the Product, (iii) make no false or misleading representation with respect to the Product; (iv) not publish or use any misleading or deceptive advertising material; and (v) make no representations with respect to the Product that are inconsistent with the literature distributed by the Company, including all warranties and disclaimers contained in such literature.
- f. **Compliance with Company's Processes.** Consortium will comply with Company's reasonable programs, policies, processes and requirements provided in writing to Consortium; which may be modified from time to time by Company at its sole reasonable discretion, provided that they comply with federal and state laws and regulations, including, but not limited to, New York Education Law Section 2-d and its implementing regulations.

### 3. AVAILABILITY, UPDATES AND UPGRADES.

The Company reserves the right to change, modify, Update or Upgrade the Product at any time in its sole discretion. The Company will make reasonable efforts to notify Consortium two (2) weeks prior to any major updates/upgrades and will also make available a listing of major bug fixes within forty eight (48) hours after the updates/upgrades are applied. The Company will make reasonable efforts to correct any material errors in the Product from time to time and shall provide Consortium with copies of all Updates as they are released and made generally available by the Company to its customers as needed. The Company agrees to provide the Consortium with copies of all Upgrades as they are released and made generally available by the Company to its customers as needed. All Updates and Upgrades shall be owned by the Company and shall be subject to the terms and conditions of this Agreement.

Consortium shall have the right to maintain a Staging server, where a release candidate of each update/upgrade shall be initially deployed. Such updates/upgrades shall not be deployed to the individual District's production environment until specifically requested by Consortium at least three (3) days prior to such deployment.

4. PROPRIETARY RIGHTS AND TRADEMARKS.

- a. Copyrights. Consortium acknowledges that the Company and its licensors are the sole and exclusive owners of the copyrights to the Products, and all copies and derivative works thereof
- b. Trademarks. Consortium acknowledges that the Company and its licensors are the sole and exclusive owners, and shall retain all right, title and interest in and to the Products, all copies and derivative works thereof, and all other materials, including intellectual property rights therein. During the term of this Agreement, Consortium is authorized by the Company to use the Company's then-current names, marks, logos, and other identifiers for the Product ("Company Trademarks") on or in connection with the Product and Consortium's marketing, advertising and promotion of the Product. Consortium's use of Company Trademarks will be allowed only in accordance with the Company's trademark policies, which the Company may change from time to time, in its sole discretion. Consortium agrees to cooperate with the Company in facilitating the Company's monitoring and control of the nature and quality of Consortium's use of the Company Trademarks, and shall promptly submit to the Company for approval, samples of packaging, advertising and promotional materials in which Consortium uses any of the Company's Trademarks. Consortium agrees not to attach any additional trademarks, logos, or designations to the Product, and further agrees not to affix any Company Trademarks to products or materials other than the Product. Upon termination of this Agreement for any reason, Consortium shall immediately cease all use of the Company Trademarks. All goodwill associated with the Company's Trademarks and Consortium's use of such Trademarks shall inure to the Company. Consortium will not, and will not authorize, encourage or permit any third party to, use, register or attempt to register, or take other action with respect to any name, logo, trademark, service mark, or other identifier used anywhere in the world by the Company (or a mark confusingly similar thereto), except to the extent authorized in writing by the Company in advance.
- c. Source Code. The source code for the Licensed Software shall not be disclosed or made available to Consortium. Consortium shall not, and shall insure that End Users do not, create, derive or discover, or attempt to create, derive, or discover, by reverse compiling, reverse engineering, reverse assembling or otherwise, the source code for the Product or any part thereof from the object code format or from other information made available to Consortium under this Agreement or otherwise except to the minimum extent such actions are required to be permitted by applicable law.
- d. Documentation and Supporting Materials. The Company authorizes the Consortium to use documentation, training, and supporting materials developed and supplied by Company for purposes consistent with the execution of this agreement and further authorizes Consortium to employ official Consortium Trademarks and designations when using documentation, training, and supporting materials.. The Company retains all ownership and control of this documentation and materials.

5. CONFIDENTIALITY AND NON-SOLICITATION.

- a. Confidential Information. Consortium acknowledges and agrees that the Product is protected by the law of copyright, is very valuable, and a special and unique asset of the Company, and contains trade secrets and proprietary information, and that the Company and its licensors have a proprietary interest in such Product and all ideas, trade secrets, procedures, processes, methods, systems, techniques, algorithms and concepts contained therein or related thereto, whether disclosed orally or in writing or by any other media (collectively, the "Confidential Information"), and such Confidential Information shall remain the sole and exclusive property of the Company and its licensors. Consortium shall hold such Confidential Information in strictest confidence, for the exclusive use of Consortium, and Consortium will not take any action in derogation of such confidentiality and agrees that its use and disclosure of the Confidential Information must be continuously controlled. Consortium shall take all reasonable steps to verify that the Confidential

Information is not used by or made available or furnished or disclosed to any person (other than Consortium's employees directly concerned with the resale of the Product and only to the extent such disclosure is required for the conduct of their ordinary responsibilities), including, but not limited to, taking all steps it takes to protect information, data or other tangible and intangible property of its own that it regards as proprietary or confidential. Consortium shall instruct its employees and agents having access to the Confidential Information regarding the terms, conditions and limitations upon the Consortium and other rights granted by this Agreement. To assist the Company in the protection of its proprietary rights, Consortium shall permit representatives of the Company to reasonably inspect during normal business hours any location at which the Product is being used or kept as permitted by this Agreement, provided such inspection does not violate the Family Educational Rights and Privacy Act or other federal or state law.

b. Non-Confidential Information. Information shall not be deemed "Confidential Information" which:

- (i) is or has become publicly known as of the date of receipt by Consortium other than through disclosure by Consortium; or
- (ii) is already in the possession of, or actually and demonstrably is known to, Consortium at the time of disclosure; or
- (iii) is approved for public release by written authorization from the Company.

c. Non-Solicitation; Non-Competition. In consideration of the Company's transmittal of the Confidential Information to Consortium, Consortium agrees that it shall not:

- (i) during the term of this Agreement and for one (1) year thereafter, directly or indirectly, solicit, hire or otherwise retain as an employee or independent contractor any present or former employee of or consultant to the Company who was assigned to the development, marketing or maintenance of any part of the Product, nor solicit, encourage or request any such employee to leave the Company's employ; or
- (ii) during the term of this Agreement compete, directly or indirectly, with the Company in the creation or manufacture of software programs and materials which are similar to, or which compete with, the Product.
- (iii) Company agrees that neither it nor any of its affiliates shall during the term of this Agreement and for one (1) year thereafter, directly or indirectly, solicit, hire or otherwise retain as an employee or independent contractor any present or former employee of or consultant to the Consortium who was assigned to the marketing or maintenance of any part of the Product, nor solicit, encourage or request any such employee to leave the Consortium's employ.

d. Specific Performance. Consortium specifically agrees that any breach of this Section will result in irreparable injury to the Company and the Company shall be entitled (without the necessity of posting any bond or establishing the inadequacy of damages as a remedy) to specific performance and injunctive relief to correct and/or enjoin any such breach or threatened breach in addition to all other remedies which might be available. In such event the parties hereby agree that the Monroe County Supreme Court, State of New York, or the United States District Court for the Western District of New York, shall have exclusive jurisdiction to hear and determine any such actions. Consortium hereby expressly submits and consents in advance to such jurisdiction and venue in any such action.

e. Independent Covenants. The covenants and agreements of Consortium set forth in this Section shall be construed as agreements independent of any other provision of any agreement, and the existence

of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement of the covenants and agreements contained herein.

6. TERM AND TERMINATION.

Term. The term of this Agreement shall begin on July 1, 2020 and continue through June 30, 2025 (the "Term"), unless terminated sooner in accordance with the terms of the Agreement. The Agreement shall be renewed automatically for additional one (1) year periods (each, a "Renewal Term") unless either party sends written notice of its intention not to renew to the other party at least ninety (90) days prior to the expiration of the Term or the relevant Renewal Term. For purposes of the Agreement, "Term" shall mean the Term and any Renewal Term or terms. Sections 4, and 8 through 14 of this Agreement shall survive termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

a. Termination for Cause. *The Company may terminate this Agreement if*

- (i) at any time prior to the expiration of the then-current Term, Consortium is in default with respect to any provision of this Agreement and such failure or default continues unremedied for at least fifteen (15) days after receipt of written notice; or
- (ii) any majority change occurs in the ownership or control of Consortium.

b. Automatic Termination. This Agreement terminates automatically, with no further action by either party, if:

- (i) A receiver is appointed for either party or its property;
- (ii) Either party makes an assignment for the benefit of its creditors;
- (iii) Any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceeding is not dismissed within sixty (60) calendar days of its commencement;
- (iv) Either party is liquidated or dissolved; or
- (v) Consortium breaches any obligation related to the Company's proprietary rights.

c. Orders After Termination. If any notice of termination of this Agreement is given, the Company shall have the option to cancel or accept and process any orders received from Consortium and/or its End Users after receiving notice, but prior to the effective date of termination. Notwithstanding any credit terms made available to Consortium prior to such notice, any Product not shipped thereafter must be prepaid or paid for on a C.O.D. basis.

d. Rights on Termination. Upon expiration or termination of this Agreement for any reason: (i) all licenses and other rights granted to Consortium under this Agreement will become null and void; (ii) each party will return all tangible embodiments of Confidential Information or parts or derivatives thereof, and catalogs, sales literature, marketing and promotional materials in its possession or control, or at the other party's option, destroy such materials and provide the other party with a certificate signed by an executive officer attesting to the destruction thereof; and (iii) all of Consortium's outstanding obligations or commitments to pay amounts to the Company, if any,

will become immediately due. Each party understands that the rights of termination hereunder are absolute. The Company shall not incur any liability or compensation obligation whatsoever for any damage (including without limitation, damage to or loss of goodwill or investment), loss or expenses of any kind suffered or incurred by Consortium (or for any compensation to Consortium) arising from or incident to any termination of this Agreement by the Company, provided that Company has not materially breached this Agreement.

7. INDEMNIFICATION.

- a. By Company. The Company shall defend and hold Consortium harmless from liability to Company or third parties (including reasonable attorneys' fees and costs of litigation) resulting from infringement by a Product of any copyright or trademark or misappropriation of any trade secret; provided, the Consortium promptly notifies the Company of any and all threats, claims and proceedings related thereto and gives the Company reasonable assistance and the opportunity to assume sole control over the defense and settlement. The Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to the Product or portions or components thereof (a) not supplied to Consortium by the Company; (b) made in whole or in part in accordance with Consortium's specifications to the extent the alleged infringement is caused by such specifications; (c) which are modifications by Consortium, its employees, agents or designated representatives after delivery by the Company, (d) combined by Consortium, its employees, agents or designated representatives with other products, processes or materials to the extent the alleged infringement relates to such combination; (e) where Consortium continues its allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Consortium's use of such Product is not strictly in accordance with this Agreement and all documentation and information supplied by the Company and such alleged infringement relates to such use. In the event that the Product is held, or is believed by the Company, to be infringing, the Company shall have the option, at its expense, to (i) modify the Product to be non-infringing, (ii) obtain a license for continued use of the Product, (iii) substitute other computer software with similar operating capabilities or (iv) cease selling the Product pursuant to this Agreement. THIS SECTION STATES THE ENTIRE LIABILITY OF THE COMPANY FOR ANY INFRINGEMENT BY THE PRODUCT.
- b. By Consortium. Consortium will defend and indemnify the Company against and hold the Company harmless from, any and all claims, damages, and expenses (including reasonable attorneys' fees and costs of litigation) alleged by any other party based on any improper acts or omissions by Consortium relating to its activities in connection with this Agreement, or based on Consortium's misrepresentations relating to the Company, the Product, or this Agreement, regardless of the form or action. Consortium shall be solely responsible for any claims, warranties, or representations made by Consortium or Consortium's employees, consultants or agents that differ from the warranty included in any agreement, materials or documentation associated with the Product.

8. WARRANTY AND DISCLAIMER.

OTHER THAN THE LIMITED WARRANTY MADE TO END USERS, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ANY PRODUCT OR AS TO ANY SERVICES RENDERED TO RESELLER OR ANY OTHER PERSON. THE COMPANY RESERVES THE RIGHT TO CHANGE ITS WARRANTY AND SERVICE POLICIES AT ANY TIME, WITHOUT FURTHER NOTICE AND WITHOUT LIABILITY TO RESELLER OR ANY OTHER PERSON. EXCEPT AS SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE.

9. LIMITATION OF LIABILITY.

EXCEPT WITH REGARD TO DEFENSE AND IMDEMNIFICATION AS SET FORTH IN PARAGRAPH 7, ABOVE, NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, NEITHER THE COMPANY NOR ITS AFFILIATES SHALL BE LIABLE OR OBLIGATED WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (I) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO IT BY BOCES AND SCHOOL DISTRICTS PURSUANT TO THIS AGREEMENT OR (II) SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING SUCH DAMAGES DUE TO LOSS OF DATA (EXCEPT AS REQUIRED BY NEW YORK EDUCATION LAW SECTION 2-D), PROFITS, OR COMPUTER FAILURE) EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. EXPORT CONTROL.

Consortium shall comply with all applicable export laws and restrictions.

11. MISCELLANEOUS.

- a. Third Party Beneficiaries. Custom Computer Specialists ("Custom"), the exclusive reseller of Infinite Campus product and services in New York State is a third party beneficiary of this Agreement and has the right to enforce provisions relating to the training, support, Application Hosting, and overall quality of services relating to the delivery of Infinite Campus services. Custom also has the right to collect any payments and to enforce the payment terms associated with Infinite Campus licensing and service delivery.

No other parties, except for the subscribing school districts will be third party beneficiaries of this Agreement.

- b. Assignment. Consortium shall not assign this Agreement (by operation of law or otherwise), or any rights or obligations hereunder, without the prior written consent of the Company (and any attempt to do so shall be null and void). Subject to the limitations above, this Agreement will mutually benefit and be binding upon the parties, their successors and assigns.
- c. Waiver. No waiver of any portion of this Agreement shall be effective unless in writing. The failure of a party at any time to require performance by the other party of any provision shall in no way affect the right of such party to enforce that or any other provision of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision of this Agreement.
- d. Notices. All notices given pursuant to this Agreement shall be in writing sent prepaid by certified or registered mail or overnight express service, with return receipt requested in each case. All notices sent by certified mail shall be effective three days after being sent out provided that a facsimile copy is contemporaneously sent. Notices sent by overnight express service shall be effective as of the second business day following submission to the overnight express delivery service. All such notices shall be directed to the respective parties at the addresses set forth on the first page of this Agreement unless either party notifies the other in writing of a new address.
- e. Law and Jurisdiction. This Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the laws of the State of New York and the United States.



- f. Severability. The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.
- g. Relationship of the Parties. Consortium agrees that it is an independent contractor and that this Agreement and relations between the Company and Consortium hereby established do not constitute a joint venture, agency or contract of employment between them, or any other similar relationship. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.
- h. Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, or other disasters.
- 
- i. Section Headings. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.
- j. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be a condition to effectiveness that each party shall have executed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized representatives as of the date first written above.

**The Monroe 1 Board of Cooperative Educational Services**

BY:   
Daniel T. White, District Superintendent

Date:

8/13/2020

**Infinite Campus, Inc.**

BY:   
Brian Page, Chief Financial Officer

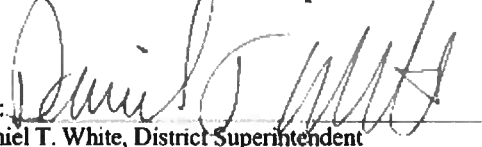
Date:

8/25/2020

- f. **Severability.** The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.
- g. **Relationship of the Parties.** Consortium agrees that it is an independent contractor and that this Agreement and relations between the Company and Consortium hereby established do not constitute a joint venture, agency or contract of employment between them, or any other similar relationship. Neither party has the right or authority to assume or create any obligation or responsibility on behalf of the other.
- h. **Force Majeure.** Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failures, earthquakes, or other disasters.
- i. **Section Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Agreement.
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**The Monroe 1 Board of Cooperative Educational Services**

BY:   
 Daniel T. White, District Superintendent

Date: 8/13/2020

**Infinite Campus, Inc.**

BY: \_\_\_\_\_  
 Brian Page, Chief Financial Officer

Date:

**Appendix A**

**Infinite Campus Product and Services List**

**A. PRODUCTS**

Visit [www.infinitecampus.com/products](http://www.infinitecampus.com/products) for a list of available products and services.

**B. END-USER PLATFORMS SUPPORTED**

Supported platform information is available here:  
<https://kb.infinitecampus.com/help/recommended-browser-settings>

**C. DOCUMENTATION**

Implementation Curriculum                      User Guides                      Quick User Guides

**D. CONSORTIUM SUPPORT SERVICES**

Technical support telephone assistance provided by the Company to approved telephone support contacts designated by the Consortium concerning the installation and use of the Software. Such Consortium Support Services shall be available during the Consortium's normal business hours, Monday through Friday, 7 a.m. to 5 p.m. Eastern Standard Time, as detailed in the End User License.

A comprehensive Support Web Site is also made available to Consortium support personnel that allows searches across documents, reports, tutorials, FAQs and published Solutions.

*Infinite Campus Services*

During the term of this Agreement, and subject to payment of the fees for the Infinite Campus Products, Infinite Campus shall provide to the Consortium the following Services. Such services do not include direct end-user support.

*(i) Software Maintenance*

Updates to the licensed Infinite Campus Products and electronic manuals are provided.

*(ii) Modifications Excluded*

Company shall provide maintenance services with respect to any modifications made by Company. However, Company shall not be obligated to provide maintenance services with respect to any modifications made by the Consortium to the Software or to any computer program incorporating all or any part of the Software.

*(iii) Support*

In accordance with the System Service Agreement with Custom, a Project Manager will be designated by Custom to be engaged throughout the implementation of Infinite Campus for a given contracting district. The Project Manager will spend significant

time working with the Consortium's assigned Project Manager, as well as the district's Core Team and Building coaches. After that time, the district will contact LHRIC directly with Support questions or issues. Consortium will have unrestricted access to the Infinite Campus Support facilities as described below:

- **E-Support Services:**  
Responses to the Consortium's Authorized Representatives technical and product questions of licensed Infinite Campus Products via e-mail.
- **Telephone Support Services:**  
Responses to the Consortium's Authorized Representatives technical and product questions of the licensed Infinite Campus Products via telephone.
- **Major Alarms:**  
A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by the District to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of a Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) a Infinite Campus interface failure that results in the inability by the District to use the Infinite Campus software. "Response" is defined as contacting the Consortium in response to receipt of a trouble ticket and working with the Consortium and appropriate District personnel to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Consortium and/or District at least twice daily until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been down graded by the Consortium and/or District. Company will work diligently to solve all reported problems.

Response Time for a Major Alarm:

- E-support response time — within two (2) hours.
- Phone support — within one (1) hour.

- **Non-Major Alarms**  
"Response" is defined as contacting the Consortium in response to receipt of a trouble ticket and working with the Consortium and/or appropriate District personnel to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Consortium and/or District on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all reported problems.

Response Time for a Non-Major Alarm:

- E-support response time -- within two (2) business days.
- Phone support—within one (1) business day.

***Hours of Service***

Company personnel shall be normally available either via phone or e-mail, Monday through Friday, 7:00 a.m. to 5:00 p.m., Eastern Standard Time. IC's offices are closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, and New Year's Eve Day.

***Authorized Contact Personnel***

The Consortium shall identify three employees who shall be authorized to contact the Company for technical and Product questions, receive advanced training, and act as the District's liaison to Company's support manager. No more than two authorized contact personnel may be in

communication with Company at any one time. The Consortium shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. The Consortium will keep Company informed of changes made to this authorization list as they take place.

***Access to Data and Related District Systems***

On request, the Consortium will provide Company with printouts of user screens, reports, or other supporting information, including data in storage, that shows evidence of a programming error. The Consortium will also grant accessibility to the necessary computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.

**Appendix B**

**Territory**

Consortium will be granted a Territory covering the geographic area defined below:

<p><b><u>Territory</u></b> Any contracting school district in Monroe County New York, including: - Brighton - East Irondequoit - East Rochester - Fairport - Honeoye Falls-Lima - Penfield - Pittsford - Rush-Henrietta - Webster - West Irondequoit, and any school district in New York State cross- contracting through their local BOCES in accordance with NYS BOCES rules and regulations.</p>
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## **Appendix C**

### **Prices**

#### **A. PRODUCT FEES**

As of July 1, 2020, the Company's list price for the Product(s) is as follows:

*As defined in the Student Management System Services Agreement duly executed with Custom Computer Specialists, Inc.*

#### **B. HOSTING FEES**

Hosting fees may be included in the Licensing, Support, and Hosting fee bundle paid to Custom.

Campus Messenger Multi-Device requires the purchase of hardware that will be quoted or approved for purchase.

The Company may, at its sole discretion, upon prior notice to Consortium, change its pricing and its licensing scheme.

As of July 1, 2020, the Company's list price for Hosting is as follows:

*As defined in the Student Management System Services Agreement duly executed with Custom Computer Specialists, Inc.*

#### **C. SUPPORT SERVICES FEES**

As of July 1, 2020, the Company's price for annual contracts for Support Services is as follows:

*As defined in the Student Management System Services Agreement duly executed with Custom Computer Specialists, Inc.*

#### **D. TRAINING AND PROFESSIONAL SERVICES FEE**

If Consortium desires to provide Training and Professional Services to the End User, Consortium is required to have a minimum number of representatives certified to implement and train on Company's Products per defined Territory as detailed herein:

*As defined in the Student Management System Services Agreement duly executed with Custom Computer Specialists, Inc.*

## Appendix D

### **Hosting Services**

1. **Services.** Company shall provide electronic access to a digital information processing, transmission and storage system (the "Server") to store End User's Application(s) and make it available on demand by users of the Internet (the "Application Hosting Services") to End Users.
2. **Availability of Services.** Subject to the terms and conditions of this Agreement, Company shall use its best efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.
  - 2.1 **Downtime.** Consortium acknowledges that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures (collectively "Downtime").
  - 2.2 **Advance Notice.** Company shall provide Twenty-four (24) hour advance notice to Consortium in the event of any scheduled Downtime.
3. **Backups.** Company shall maintain backup servers and telecommunications connections and maintain backups of End User Content (defined below) on such backup servers such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.
4. **Storage and Security.** Company shall operate and maintain the Server in good working order with access restricted to employees of Company and persons specifically designated by Consortium. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all End User Content and other proprietary information transmitted through or stored on the Server, including:
  - (a) firewall protection;
  - (b) maintenance of independent archival and backup copies of the site and all End User content; and
  - (c) protection from network attack or other malicious harmful or disabling data, work, code or program.
5. **Proprietary Rights.**
  - 5.1 **End User Content.** End User shall be solely responsible for providing, updating, uploading and maintaining any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, and text (the "End User Content"). The End User Content shall also include any registered domain names provided by End User or registered on behalf of End User in connection with the Application Hosting Services.
  - 5.2 **Alterations.** Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or End User Content stored on the Server.



## **6. Summary of Responsibilities.**

### **6.1 Company Responsibilities.**

- (a) Server with Windows 2000 (or greater) OS including software updates, security patches and other releases, IIS, performance monitoring and any other OS related maintenance.
- (b) Tomcat Web Server implementation and support.
- (c) Secure Socket Level (SSL) implementation and support including hardware and software.
- (d) SQL Server including database functionality, backups and transaction logging.
- (e) Virus protection software including updates.
- (f) Backup and recovery (WAN and SQL based).
- (g) Hardware break/fix repair in accordance with any existing maintenance agreements with the manufacturer.
- (h) Compliance with New York Education Law Section 2-d and its implementing regulations

### **6.2 Consortium Responsibilities (applicable only if Consortium chooses to provide Hosting services for its member school districts).**

- (a) Physical security including hardware access, theft, tampering, fire, flood or any other disabling action or event.
- (b) WAN access to district and Company staff
- (c) Protection from loss of acceptable power levels including emergency battery power capable of running the system until acceptable power can be restored or normal shutdown procedures can be performed.
- (d) Firewall protection with security levels available and set to Company standards.
- (e) Virtual Private Networks connections available to Company.

**Exhibit C**  
**Education Law Section 2-d Contract Addendum**

The parties to this Contract Addendum are the Monroe 1 Board of Cooperative Educational Services ("BOCES") and Custom Computer Specialists, Inc. ("Vendor"). BOCES is an educational agency, as that term is used in Section 2-d of the New York State Education Law ("Section 2-d") and its implementing regulations, and Vendor is a third party contractor, as that term is used in Section 2-d and its implementing regulations. BOCES and Vendor have entered into this Contract Addendum to conform to the requirements of Section 2-d and its implementing regulations. To the extent that any term of any other agreement or document conflicts with the terms of this Contract Addendum, the terms of this Contract Addendum shall apply and be given effect.

Definitions

As used in this Addendum and related documents, the following terms shall have the following meanings:

"Student Data" means personally identifiable information from student records that Vendor receives from an educational agency (including BOCES or a Participating School District) in connection with providing Services under this Agreement.

"Personally Identifiable Information" ("PII") as applied to Student Data, means personally identifiable information as defined in 34 CFR 99.3 implementing the Family Educational Rights and Privacy Act (FERPA), at 20 USC 1232g.

"Third Party Contractor," "Contractor" or "Vendor" means any person or entity, other than an educational agency, that receives Student Data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to such educational agency, including, but not limited to data management or storage services, conducting studies for or on behalf of such educational agency, or audit or evaluation of publicly funded programs.

"BOCES" means Monroe #1 Board of Cooperative Educational Services.

"Parent" means a parent, legal guardian, or person in parental relation to a student.

"Student" means any person attending or seeking to enroll in an educational agency.

"Eligible Student" means a student eighteen years or older.

"State-protected Data" means Student Data, as applicable to Vendor's product/service.

"Participating School District" means a public school district or board of cooperative educational services that obtains access to Vendor's product/service through a cooperative educational services agreement ("CoSer") with BOCES, or other entity that obtains access to Vendor's product/service through an agreement with BOCES, and also includes BOCES when it uses the Vendor's product/service to support its own educational programs or operations.

"Breach" means the unauthorized access, use, or disclosure of personally identifiable information.

"Commercial or marketing purpose" means the sale of PII; and the direct or indirect use or disclosure of State-protected Data to derive a profit, advertise, or develop, improve, or market products or services to students other than as may be expressly authorized by the Student Management Services Agreement (the "Services").

"Disclose", "Disclosure," and "Release" mean to intentionally or unintentionally permit access to State-protected Data; and to intentionally or unintentionally release, transfer, or otherwise communicate State-protected Data to someone not authorized by contract, consent, or law to receive that State-protected Data.

Vendor Obligations and Agreements

Vendor agrees that it shall comply with the following obligations with respect to any student data received in connection with providing Services under this Agreement and any failure to fulfill one of these statutory or regulatory obligations shall be a breach of this Agreement. Vendor shall:

(a) limit internal access to education records only to those employees and subcontractors that are determined to have legitimate educational interests in accessing the data within the meaning of Section 2-d, its implementing regulations and FERPA (e.g., the individual needs access in order to fulfill his/her responsibilities in providing the contracted services);

(b) only use personally identifiable information for the explicit purpose authorized by the Agreement, and must/will not use it for any purpose other than that explicitly authorized in the Agreement;

(c) not disclose any personally identifiable information received from BOCES or a Participating School District to any other party who is not an authorized representative of the Vendor using the information to carry out Vendor's obligations under this Agreement, unless (i) if student PII, the Vendor or that other party has obtained the prior written consent of the parent or eligible student, or (ii) the disclosure is required by statute or court order, and notice of the disclosure is provided to the source of the information no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order;

(d) maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the personally identifiable information in its custody;

(e) Infinite Campus Cloud Hosting uses encryption technology to protect data while in motion or in its custody (i.e., in rest) from unauthorized disclosure by rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5 using a technology or methodology specified or permitted by the secretary of the U S.);

(f) not sell personally identifiable information received from BOCES or a Participating School District nor use or disclose it for any marketing or commercial purpose unless otherwise expressly authorized by the Services, or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

(g) notify the educational agency from which student data is received of any breach of security resulting in an unauthorized release of such data by Vendor or its assignees in violation of state or federal law, or of contractual obligations relating to data privacy and security in the most expedient way possible and without unreasonable delay, in compliance with New York law and regulation;

(h) reasonably cooperate with educational agencies and law enforcement to protect the integrity of investigations into any breach or unauthorized release of personally identifiable information by Vendor;

(i) adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework, Version 1.1, that are in substantial compliance with the BOCES data security and privacy policy, and that comply with Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth below, as well as all applicable federal, state and local laws, rules and regulations;

(j) acknowledge and hereby agrees that the State-protected Data which Vendor receives or has access to pursuant to this Agreement may originate from several Participating School Districts located across New York State. Vendor acknowledges that the State-protected Data belongs to and is owned by the Participating School District or student from which it originates;

(k) acknowledge and hereby agrees that if Vendor has an online terms of service and/or Privacy Policy that may be applicable to its customers or users of its product/service, to the extent that any term of such online terms of service or Privacy Policy conflicts with applicable law or regulation, the terms of the applicable law or regulation shall apply;

(l) acknowledge and hereby agrees that Vendor shall promptly pay for or reimburse the educational agency for the full third party cost of a legally required breach notification to parents and eligible students due to the unauthorized release of student data caused by Vendor or its agent or assignee;

(m) ensure that employees, assignees and agents of Contractor who have access to student data, or teacher or principal data receive or will receive training on the federal and state laws governing confidentiality of such data prior to receiving access to such data; and

(n) ensure that any subcontractor that performs Contractor's obligations pursuant to the Agreement is legally bound by legally compliant data protection obligations imposed on the Contractor by law, the Agreement and this Addendum.

**Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security**  
**(<https://www.monroe.edu/domain/1478>)**

The Monroe #1 BOCES seeks to use current technology, including electronic storage, retrieval, and analysis of information about students' education experience in the BOCES, to enhance the opportunities for learning and to increase the efficiency of our operations.

The Monroe #1 BOCES seeks to ensure that parents have information about how the BOCES stores, retrieves, and uses information about students, and to meet all legal requirements for maintaining the privacy and security of protected student data and protected principal and teacher data, including Section 2-d of the New York State Education Law.

To further these goals, the BOCES has posted this Parents' Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record. The procedures for exercising this right can be found in Student Records Policy 6320. (<https://www.monroe.edu/6320>)
3. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> and a copy may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, New York 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing, to:

Chief Privacy Officer  
New York State Education Department  
Room 863 EBA  
89 Washington Avenue  
Albany, New York 12234.

or

Monroe One Data Protection Officer  
William Gregory  
Monroe #1 BOCES  
41 O'Connor Road  
Fairport, NY 14450

**Supplemental Information About Agreement Between Custom Computer Specialists, Inc. and BOCES**

(a) The exclusive purposes for which the personally identifiable information provided by BOCES or a Participating School District will be used by Vendor is to provide the meal payment-related services described in the Agreement to BOCES or other Participating School District pursuant to a BOCES Purchase Order.

(b) Personally identifiable information received by Vendor, or by any assignee of Vendor, from BOCES or from a Participating School District shall not be sold or used for marketing purposes.

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

(d) The effective date of this Contract Addendum shall be July 1, 2020 and the Agreement and Addendum shall remain in effect until July 31, 2025, unless sooner terminated in accordance with the terms of the Agreement.

(e) Upon expiration or termination of the Agreement without a successor or renewal agreement in place, and upon request from BOCES or a Participating School District, Vendor shall transfer all educational agency data to the educational agency in a format agreed upon by the parties. Vendor shall thereafter securely delete all educational agency data remaining in the possession of Vendor or its assignees or subcontractors (including all hard copies, archived copies, electronic versions or electronic imaging of hard copies) as well as any and all educational agency data maintained on behalf of Vendor in secure data center facilities, other than any data that Vendor is required to maintain pursuant to law, regulation or audit requirements. Vendor shall ensure that no copy, summary or extract of the educational agency data or any related work papers are retained on any storage medium whatsoever by Vendor, its subcontractors or assignees, or the secure data center facilities unless Vendor is required to keep such data for legal, regulator, or audit purposes, in which case the data will be retained in compliance with the terms of this Addendum. To the extent that Vendor and/or its subcontractors or assignees may continue to be in possession of any de-identified data (data that has had all direct and indirect identifiers permanently removed with no possibility of reidentification), they each agree not to attempt to re-identify de-identified data and not to transfer de-identified data to any party. Upon request, Vendor and/or its subcontractors or assignees will provide a certification to the BOCES or Participating School District from an appropriate officer that the requirements of this paragraph have been satisfied in full.

(f) State and federal laws require educational agencies to establish processes for a parent or eligible student to challenge the accuracy of their student data. Third party contractors must cooperate with educational agencies in complying with the law. If a parent or eligible student submits a challenge to the accuracy of student data to the student's district of enrollment and the challenge is upheld, Vendor will cooperate with the educational agency to amend such data.

(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, aligns with NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

(c) Personally identifiable information received by Vendor, or by any assignee of Vendor shall not be shared with a sub-contractor except pursuant to a written contract that binds such a party to at least the same data protection and security requirements imposed on Vendor under this Agreement, as well as all applicable state and federal laws and regulations.

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(g) Vendor shall store and maintain PII in electronic format on systems maintained by Vendor in a secure data center facility in the United States in accordance with its Privacy Policy, aligns with NIST Cybersecurity Framework, Version 1.1, and the BOCES data security and privacy policy, Education Law Section 2-d, Part 121 of the Regulations of the Commissioner of Education, and the Monroe #1 BOCES Parents' Bill of Rights for Data Privacy and Security, set forth above. Encryption technology will be utilized while data is in motion and at rest, as detailed above.

Vendor Signature 

Date 8/25/2020

# Attachment 1 - CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

## CONTRACTOR'S DATA PRIVACY AND SECURITY PLAN

The Educational Agency (EA) is required to ensure that all contracts with a third-party contractor include a Data Security and Privacy Plan, pursuant to Education Law § 2-d and Section 121.6 of the Commissioner's Regulations. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to the EA's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1	Outline how you will implement applicable data security and privacy contract requirements over the life of the Contract.	Custom does provide Infinite Campus support services which require access to Personal Identifiable Information ("PII") when supporting K12 clients. Any employee working with PII signs a confidentiality agreement and is briefed on the importance of data security and provided with a set of guidelines when interacting with PII (the guidelines include NY State Education Law 2-D requirements).
2	Specify the administrative, operational and technical safeguards and practices that you have in place to protect PII.	<p>Only employees requiring access to PII in supporting districts are granted privileges to view data.</p> <p>We utilize two factor authentication ("2FA") to log on to our network and computer devices. Passwords changes are forced on a regular basis and system administrative passwords are changed when employees leave the organization.</p> <p>If any data needs to be stored on equipment managed by Custom, it is done on encrypted drives. Computer Hard Drives of all employees working with district data are encrypted.</p> <p>We utilize encrypted emails to send PII data and offer secure FTP sites access for use for districts when Data is shared with Custom.</p>
3	Address the training received by your employees and any subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of PII.	Employees are educated on federal guidelines as well as security provisions in all states we support. Custom utilizes videos, Zoom calls with legal counsel, team meetings, and emails to ensure all employees stay informed.

		<p>Employees and subcontractors supporting Infinite Campus are required to review and acknowledge federal and state laws governing PII (includes Education Law 2-D specific to NY State). A set of guidelines on interacting with PII are shared with all support personnel. Phishing email testing occurs monthly with targeted training for those employees opening and or responding to these emails. Security alerts are shared with all employees as required.</p>
4	<p>Outline contracting processes that ensure that your employees and any subcontractors are bound by written agreement to the requirements of the Contract, at a minimum.</p>	<p>Employees working with PII are briefed on legal requirements. All employees must sign a confidentiality agreement.</p> <p>In general, Custom do not use Subcontractors to support school districts. If a contractor is required, at a minimum, the contractor would need to acknowledge Custom’s PII guidelines, attend scheduled training, and preferable, their contract(s) governing the relationship would include language binding them to all required state laws.</p>
5	<p>Specify how you will manage any data security and privacy incidents that implicate PII and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to the EA.</p>	<p>Examples of violation of security and privacy incidents are shared with employees. If any of these (or similar) occur, employees are instructed to immediately notify management. Management will follow all guidelines to promptly report incidents and meet obligations to the EA.</p> <p>As outlined in our Plan for Security and Protection of PII, Pursuant to § 2-d(6), Custom will notify BOCES of any breach of security resulting in an unauthorized release of PII by CCS. This notification will be made in the most expedient way possible and without delay.</p>
6	<p>Describe how data will be transitioned to the EA when no longer needed by you to meet your contractual obligations, if applicable.</p>	<p>If a contract with an LEA ends, all data Custom has will be deleted promptly. LEAs may request copies of their data which will be provided.</p> <p>Note: Custom does not host Infinite Campus production data.</p>



7	Describe your secure destruction practices and how certification will be provided to the EA.	Electronic data will be deleted from encrypted servers and a certificate of destruction will be provided upon request.
8	Outline how your data security and privacy program/practices align with the EA's applicable policies.	<p>Custom reviews and signs a separate Education Law 2-D agreement with districts upon request. This often includes the EA's applicable policies and Parent Bill of Rights.</p> <p>As per Section III of the Plan for Security and Protection of PII signed between Monroe 1 BOCES and Custom, Custom will comply with all BOCES policies and regulations provided.</p>
9	Outline how your data security and privacy program/practices materially align with the NIST CSF v1.1 using the Framework chart below.	PLEASE USE TEMPLATE BELOW.

## Attachment 1 – NIST CSF TABLE

The table below will aid the review of a Contractor’s Data Privacy and Security Plan. Contractors should complete the Contractor Response sections in the table below to describe how their policies and practices align with each category in the Data Privacy and Security Plan template. To complete these 23 sections, a Contractor may: (i) Demonstrate alignment using the National Cybersecurity Review (NCSR) Maturity Scale of 1-7 ; (ii) Use a narrative to explain alignment (may reference its applicable policies ); and/or (iii) Explain why a certain category may not apply to the transaction contemplated. Further informational references for each category can be found on the NIST website at <https://www.nist.gov/cyberframework/new-framework>. Please use additional pages if needed.

Function	Category	Contractor Response
IDENTIFY (ID)	<b>Asset Management (ID.AM):</b> The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to organizational objectives and the organization’s risk strategy.	6/7
	<b>Business Environment (ID.BE):</b> The organization’s mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform cybersecurity roles, responsibilities, and risk management decisions.	6
	<b>Governance (ID.GV):</b> The policies, procedures, and processes to manage and monitor the organization’s regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersecurity risk.	7
	<b>Risk Assessment (ID.RA):</b> The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	6
	<b>Risk Management Strategy (ID.RM):</b> The organization’s priorities, constraints, risk tolerances, and assumptions are established and used to support operational risk decisions.	6
	<b>Supply Chain Risk Management (ID.SC):</b> The organization’s priorities, constraints, risk tolerances, and assumptions are established and used to support risk decisions associated with managing supply chain risk. The organization has established and implemented the	4

Function	Category	Contractor Response
	processes to identify, assess and manage supply chain risks.	
PROTECT (PR)	<b>Identity Management, Authentication and Access Control (PR.AC):</b> Access to physical and logical assets and associated facilities is limited to authorized users, processes, and devices, and is managed consistent with the assessed risk of unauthorized access to authorized activities and transactions.	6
	<b>Awareness and Training (PR.AT):</b> The organization's personnel and partners are provided cybersecurity awareness education and are trained to perform their cybersecurity-related duties and responsibilities consistent with related policies, procedures, and agreements.	7
	<b>Data Security (PR.DS):</b> Information and records (data) are managed consistent with the organization's risk strategy to protect the confidentiality, integrity, and availability of information.	6
	<b>Information Protection Processes and Procedures (PR.IP):</b> Security policies (that address purpose, scope, roles, responsibilities, management commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	6
	<b>Maintenance (PR.MA):</b> Maintenance and repairs of industrial control and information system components are performed consistent with policies and procedures.	5
	<b>Protective Technology (PR.PT):</b> Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	5
DETECT (DE)	<b>Anomalies and Events (DE.AE):</b> Anomalous activity is detected and the potential impact of events is understood.	6
	<b>Security Continuous Monitoring (DE.CM):</b> The information system and assets are monitored to identify cybersecurity events and verify the effectiveness of protective measures.	6
	<b>Detection Processes (DE.DP):</b> Detection processes and procedures are maintained	7

Function	Category	Contractor Response
	and tested to ensure awareness of anomalous events.	
RESPOND (RS)	<b>Response Planning (RS.RP):</b> Response processes and procedures are executed and maintained, to ensure response to detected cybersecurity incidents.	7
	<b>Communications (RS.CO):</b> Response activities are coordinated with internal and external stakeholders (e.g. external support from law enforcement agencies).	7
	<b>Analysis (RS.AN):</b> Analysis is conducted to ensure effective response and support recovery activities.	7
	<b>Mitigation (RS.MI):</b> Activities are performed to prevent expansion of an event, mitigate its effects, and resolve the incident.	6
	<b>Improvements (RS.IM):</b> Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	6
RECOVER (RC)	<b>Recovery Planning (RC.RP):</b> Recovery processes and procedures are executed and maintained to ensure restoration of systems or assets affected by cybersecurity incidents.	6
	<b>Improvements (RC.IM):</b> Recovery planning and processes are improved by incorporating lessons learned into future activities.	6
	<b>Communications (RC.CO):</b> Restoration activities are coordinated with internal and external parties (e.g. coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and vendors).	5